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The Solicitors' Journal.

LONDON, FEBRUARY 29, 1868.

LEGAL CHANGES are now succeeding each other in such rapid succession that the profession scarcely know, *de die in diem*, before whom their next cause will be heard. Lord Chelmsford quits the woolsack, and his place is filled by Lord Cairns, than whom, perhaps, we have never had an abler Lord Chancellor. The vacant Lord Justiceship is, it is stated, to be offered to Vice-Chancellor Wood; and we are sure that no other appointment to this office would give the same satisfaction, either to the profession or the suitors. We understand that no offer of this post was made to Sir W. P. Wood on a recent occasion. A new Vice-Chancellor will thus be required, and it is thought that Mr. Amphlett, Q.C., may be selected to fill this vacancy. For our own part, recognising the need there will now be of a sound commercial lawyer to succeed Vice-Chancellor Wood, we should have been glad to have seen Mr. G. M. Giffard, Q.C., or Mr. W. M. James, Q.C., selected to preside in the court in which they now practise, and we wish that legal appointments were more frequently made on account of legal qualifications.

WHATEVER MAY BE SAID of some of Lord Chancellor Chelmsford's legal appointments, there can be no doubt that on the two occasions on which he has had to fill up a vacant puisne judgeship his selection has been admirable. The first which fell to him to bestow was in 1858, when Mr. Justice Coleridge resigned. Lord Chelmsford appointed Sir Hugh Hill, who proved one of the most distinguished judges of modern times, and whose retirement, on account of ill-health, was really a national misfortune. The second vacancy has just been most satisfactorily filled without respect to any consideration but fitness, by Mr. Justice Hannen. It should, moreover, be known that before Lord Chelmsford made the appointment, he endeavoured to induce Mr. Mellish, who is unquestionably the ablest lawyer of his day, to accept the office. Unfortunately, the state of Mr. Mellish's health was such as to render it imprudent for him to undertake the trying duties of a Common Law Judge. To say nothing of the incessant London work, the fatigues of circuit are very great and require a very strong constitution to sustain them. We may, however, hope that at a time when the Supreme Courts of Appeal require strengthening, Mr. Mellish's services in a judicial capacity, may not be lost to the country. In the House of Lords or the Privy Council he, of all men, is best fitted to wear the mantle of Lord Kingsdown.

DURING A PERIOD of three months, that is to say, between the 29th of October, 1867, and the 21st day of February, 1868, no fewer than 1247 separate suits were commenced in the Court of Chancery. Of these, 344 were by summonses originating proceedings, eight were by special case, and 895 by bill. As regards the filing of bills, and the option given to mark a bill for the Master of the Rolls, or either of the Vice-Chancellors, according to the will of the solicitor, it would appear that this option is exercised in a most arbitrary and

unaccountable manner. The number of bills marked for each judge for the period before stated, is as follows:—

The Master of the Rolls . . .	174
Vice-Chancellor Stuart . . .	174
Vice-Chancellor Wood . . .	223
Vice-Chancellor Malins . . .	324

895

The number marked for the last-named judge, is nearly equal to the sum of those marked for the two first on the list, and Vice-Chancellor Wood has fifty more than either the Master of the Rolls, or Vice-Chancellor Stuart. During the twelve months immediately preceding the 29th of October, 1867, the number of bills filed was as follows:—

The Master of the Rolls . . .	575
Vice-Chancellor Stuart . . .	579
Vice-Chancellor Wood . . .	696
Vice-Chancellor Malins . . .	847

In the first three months of this earlier period, Vice-Chancellor Kindersley was judge of the court now occupied by Vice-Chancellor Malins.

THE ORGANIZATION OF THE County Courts is stated to be a matter of contemplated inquiry by the Treasury. It appears that complaints from various quarters have been made about the inconvenience to suitors and the profession, arising from the absence of registrars, many of whom are to be found at the offices only on court days; that is, on one, two, or three days a-week as the case may be. The second clause of the new Act causes a considerable increase in the number of affidavits to be sworn, and the inconvenience of not being able to issue process because there is no registrar at hand before affidavits must be sworn, is in some cases, very great. It is not pleasant for a professional man, whose time is of great value to him, to be told that he has attended on the wrong day, and must attend again on Monday, or Tuesday, or some other day. It has been suggested that in the larger courts the high bailiffs might be authorized to receive oaths (where they are not so authorized at present) and by arrangement with the registrars, one of them might be present for that purpose every day during business hours. Perhaps a more simple mode of dealing with the difficulty would be to make the chief clerks commissioners to administer oaths, especially when it is remembered that no new high bailiffs are to be appointed, except in the event of certain conditions in the highest degree improbable. The sub-bailiffs of the metropolis, after very persevering applications to the Treasury, have obtained a definite promise of increase of salary, and it is said, that in view of the increased work entailed on registrars' clerks, their salaries are also to undergo revision.

WE UNDERSTAND that the office of Under-Treasurer of the Middle Temple is now vacant, and that no application for the appointment will be received after the 9th of April.

THE BISHOP OF NATAL is a fortunate man, and for him, at all events, law should have no terrors. It is now several years since he first made his appearance in a Court of law, but although he apparently finds it as difficult to get out of ecclesiastical litigation as suitors used to find it to get out of Chancery in the time of Lord Eldon, he has hitherto, except in one case, suffered no evil beyond anxiety of mind. He defeated Dr. Gray in the Privy Council, he defeated the trustees of the Propagation Society in the Rolls Court, and he has now defeated Dean Green in the Supreme Court of Natal. The last decision will probably cause some surprise at home, as only a few months have elapsed since he was unsuccessful in a suit instituted in the colony against the Rev. Mr. Wills, to prevent that gentleman from officiating in the diocese of Natal without the assent of the bishop. As, however, we pointed out at the

time (see vol. 11, p. 1049) Dr. Colenso failed there in consequence of his having misconceived the proper mode of proceeding. We intimated on that occasion that if he constituted a suit as trustee of the church property in Natal against any person who had taken the oath of canonical obedience to him (which Mr. Wills had never done) the result would in all probability be different.

The event has verified our anticipations. The Bishop has triumphed signally over his disobedient Dean. Indeed, the Supreme Court has confirmed his episcopal status more fully than we had expected. The effect of this important decision, when regarded in conjunction with the judgment of the Privy Council in *Long v. Bishop of Capetown*, and *Bishop of Natal v. Bishop of Capetown*, and of Lord Romilly in *Gladstone v. Bishop of Natal*, seems to be this, that Dr. Colenso is still unquestionably "Bishop of Natal;" that his letters patent are void only so far as they purport to confer on him powers, or to subject him to liabilities, different from the powers and liabilities of bishops in this country; that all those who have taken the oath of obedience to him are bound to obey any command issued by him to them in accordance with the law of the Church of England. As to the mode in which such obedience is to be enforced there is a difference of opinion. Lord Romilly in England and the majority of the court in Natal held that Dr. Colenso can only enforce his commands through the medium of the civil courts. The Chief Justice of Natal, on the other hand, appears to think that the Bishop can enforce them in his own courts. In other words he upholds Dr. Colenso's letters patent in their widest sense, and he does so on ground that when they were issued Natal was, in his opinion, a "Crown colony, properly so called," i.e., one without an independent legislature. If this can be sustained, no doubt the learned Chief Justice has arrived at a right conclusion, for it has been laid down by the highest authority at home, that "in a Crown colony, properly so called, a bishopric may be created and ecclesiastical jurisdiction conferred by the sole authority of the Crown."

We await with much interest the next step in this protracted dispute. It is said that Dean Green is going to submit, unconditionally, to the judgment of the Natal Court; but, however that may be, Dr. Colenso has too many conscientious and determined opponents to be allowed to remain quietly in possession of the field.

A GOOD deal has been lately written and said about the advantages of a compulsory audit, by a public governmental department, of the accounts of railway and perhaps other companies; and it has been suggested by correspondents of some of our contemporaries that a system of public audit should be extended, but on the voluntary and not the compulsory principle, to charities. With respect to the compulsory audit of railway or joint stock company accounts, it is certainly of the first importance that the auditing should be thoroughly done, and we believe that within the last few years a great improvement has taken place in this respect. Perhaps the experience gained has induced strictness and close scrutiny. The creation of an auditing department would be a very momentous step in our public company system and moreover a very expensive one.

If it prove desirable to have some such system put in operation—and upon this point we express no opinion at this moment—it may well be questioned whether, considering the unsettled state of public company law and the indubitably tentative character of past legislation on this subject, so expensive a change should be introduced otherwise than upon a reconsideration of many other points in the system. Hitherto, our laws on these subjects, like the law of bankruptcy, have been experimental rather than final, and it is cheaper and better to make alterations *en bloc*, or at any rate in batches, rather than singly.

With respect to the charities, it is no new complaint that in too many instances their funds are wasted or misapplied, not as in the case of railway and other companies carrying on business for profit, dishonestly, but for the most part, at any rate, though mere muddling and careless management. Possibly a compulsory audit by a department of the executive might do something, but we hardly see how a voluntary system of this kind would work much good. In all probability it would not be brought into play in the worst cases, and we should have added to the expenses, which already swallow up so much of the income of our charitable societies, the costs of ceaseless disputes about the audits. One thing is in the power of all auditors: to examine carefully all the accounts submitted to them and satisfy themselves of their propriety and accuracy before signing the audit. If all auditors did this, there would be far less bad management. By far too many people regard the office of auditor to the accounts of a charity merely as an honourable sinecure; the effect of this is that their signatures to the audit mean simply that they have worked out two sums in simple addition furnished to them by the officials and find the totals to be as stated in the report. In matters of accounts it may be laid down as a rule to require vouchers for everything, and to take nobody's bare word for anything, and if trustees, *cestui que trustent* and others bore this in mind there would be far fewer breaches of trust, and far less litigation in trust, partnership, and many other matters.

THE following is the result of the recent contest for the office of coroner for West Middlesex:—

Diplock	1,604
Hardwicke	1,470
Walter	51

WE BELIEVE that the committee appointed at the meeting of the junior bar, on the 27th January, to confer with the judges of county courts with respect to the hearing of cases in which counsel are engaged, have communicated by letter or otherwise with all the judges of county courts; and have invited and received the opinion of the judges individually upon certain practical suggestions, which seemed to the committee likely to be useful. The judges will, we are sure, be anxious to give every facility for the attendance of the bar at their courts, which can be given consistently with a due regard to the interests of the suitors, and the attorneys and solicitors practising in the courts, and other persons who have to do with the proceedings. But the numbers whose interests have to be consulted in any arrangement of the business of these courts, and the great differences between the amount and character of the business to be done upon different county court circuits, give rise to much difficulty in making any formal arrangement to be applicable to all county courts. The annual meeting of judges of county courts takes place about the present time, and the judges will then have an opportunity of considering together the subject which has been brought before each of them singly.

We understand that the Bar Committee has been in communication with the council of the Incorporated Law Society, and that there is reason to believe that upon the most important points there will be no great divergence between the views which the committee are likely to recommend to the bar, and those of the council. This certainly ought to be the case. In any matter affecting the conduct of business in the courts of justice, superior or inferior, the interests of the suitors, and of both branches of the profession must in the long run be identical.

AN EMINENT Cambridge Mathematician used to say that mankind might be divided into two classes: those who had read solid geometry, and those who had not. This distinction was perhaps somewhat arbitrary, and certainly the divisions would have been characterised

by great numerical inequality. If it were necessary to divide our county court judges into two classes, we would suggest that they should be divided as follows:—

(1) Those who hold that commitment by a county court judge upon a judgment summons is a process within the meaning of s. 198 of the Bankruptcy Act, 1861.

(2) Those who hold the contrary. The learned judges of the first class will not scruple to commit judgment debtors who have since judgment executed a composition deed under the 192nd section, while their brethren in the second division will consider themselves precluded from so doing. As the matter at present stands, Mr. Welford, the very able judge of the Birmingham County Court, in the cases of *Mason v. Barney*, *Fawdry v. Organ*, and also in a subsequent case, delivered a judgment which would place him in the first division. Mr. Lonsdale, southwards, at Tunbridge Wells, adopted the opposite view, and would, therefore, fall within the second division; while northwards again, the judge at Birkenhead, as we understand, qualified for the first division, by taking Mr. Welford's view of the point. Still more recently, Mr. Falconer, westwards, at Swansea, has decided a case in opposition to Mr. Welford's precedent. For our own part, as we have before remarked, we entertain no doubt on the question, believing that a commitment by a county court judge under a judgment summons is a "process" within the meaning of section 198 of the Bankruptcy Act, and consequently that, after the execution of a valid composition deed in either of the above cases, the process was stayed and the judge's power of commitment gone.

This diversity of opinion upon the county court bench is, however, rather inconvenient. Where, as in the case of the county courts, the number of judges is so large, it is impossible that they can all think alike on every doubtful point. We hope that this particular question, which to our mind admits of no doubt, may be soon settled by one of the superior courts. In the meantime, as, under the influence of the new County Courts Act, points of law are submitted with greater frequency to the county court judges, it must be anticipated that there will be a not infrequent diversity of opinion, and it is worth while to consider whether by some means or other—such, for instance, as an arrangement at the annual meeting of the judges—a unanimity of ruling might not be attained on points of more than ordinary frequency and importance upon which there has been a diversity of opinion.

LORD ST. LEONARDS' BILL to make further provision for the despatch of business in the Court of Appeal in Chancery, will meet with the cordial approval of the profession. In effect it amends the first section of the Chancery Appeal Despatch of Business Act of last year (30 & 31 Vict. c. 64), by providing that hereafter no "decree or decretal order made upon motion" shall be re-heard before a Lord Justice sitting alone. Rather opportunely, at this time, has come the able paper of Mr. Hinde Palmer, Q.C., in the *Law Magazine*, which we noticed a short time ago, and as it is now reprinted and published in a separate form,* we recommend it to the perusal of those who are interested in the subject. Whatever may have been the intention of the Act, a very sweeping operation was given to its provisions by the opinion of the Lords Justices (Lord Cairns and Sir John Rolt), expressed, last July, shortly after the hearing of the appeal in *Bazendale v. McMurray*, that the words "decree made on the hearing of a cause" in the exception, did not include a decree made on motion for a decree. The effect of this decision was, as Mr. Hinde Palmer says, to make the restrictive provision in the Act comparatively valueless. Lord St. Leonards' bill, to which, we may observe, no opposition was made by Lord Chelmsford on the first reading, will, if passed, practically

enact a reversal of that decision, and disapproving as we do very strongly of appeals from one judge to one judge, we trust it may soon pass into law, though we would rather have seen the Act of last session repealed *in toto*.

If we must have judges of appeal sitting alone, it is well that the most important causes should be excepted from this practice. But in any case, if the appeal be of any value, it must be to a tribunal of graver authority than that appealed from, and it may be questioned whether it would not be better to have no appeal at all than an appeal from a single judge to another of nearly equal, or perhaps even lesser, capacity.

LORD WENSLEYDALE died on Tuesday last, in his 86th year. He was, perhaps, better known as Baron Parke than as Lord Wensleydale, in consequence of the length of time, twenty-two years, during which he sat in the Court of Exchequer, in which a very great deference was paid to his opinions. In later years the title of Lord Wensleydale became associated with the memorable question as to the creation of a life peerage. Lord Palmerston, it may be remembered, conferred upon Baron Parke a peerage limited by the patent to the natural life of the recipient. The opposition of the House of Lords resulted in the grant of a new patent limiting the peerage to himself and his heirs male. The question was one of principle, for there was at that time no probability of there ever being any heirs to succeed to the title, and his Lordship having now died without issue male, the title has become extinct. We shall give an obituary notice in our next number.

THE POLICIES OF ASSURANCE ACT, 1867; 30 & 31 Vict. c. 144.

The above statute is important not only in relation to the law of assurance, though upon that ground alone it would be worthy of the most careful attention. The general bearing of the Act upon the principles of the common law is yet more remarkable. To speak shortly, the Act allows the assignee of a policy of assurance to sue *at common law in his own name*. It thus strikes at the very heart of the great rule of law that a *chose in action* is not assignable. Its ultimate results will probably reach far beyond the comparatively limited field to which the statute itself is confined. It is very possible that a future generation of lawyers will refer to the present modest and unostentatious statute as the first step towards sweeping away the distinction between law and equity upon this point; and that a *chose in action* will before very long be as freely assignable at law as it has long been in equity.

The statute in question is by no means free from apparent ambiguity and requires to be closely examined. It may therefore be worth while to bestow a little attention upon it. Life policies are now so numerous that it is essential that the law relating to them should be well understood.

The first section enacts that "any person or corporation now being or hereafter becoming entitled by assignment or other derivative title to a policy of life assurance, and possessing at the time of action brought the right in equity to receive and the right to give an effectual discharge to" the company "shall be at liberty to sue at law in the name of such person or corporation to recover such moneys."

The first point to be here noticed is, that the Act applies to assignments dated *before* as well as to those dated *after* the passing of the Act, 20th August, 1867. It extends, therefore, to all assignments of policies of life assurance whatsoever, whether past or future. The next point requires a little explanation. There is no subsequent section affecting the title to policies assigned *before* the passing of the Act. The provisions respecting notice, &c., to be hereafter mentioned, are confined, as we shall see, to assignments *after* 20th August, 1867. We may

* Remarks on the Court of Appeal in Chancery, by J. Hinde Palmer, Q.C. London: Davis & Son.

therefore, for the present purpose, regard the Act as simply giving assignees, who became such *before* the passing of the Act, the right to sue at law, without any further provisions. In this case the following question might be started:—In equity, of course, assignments of *choses in action* require notice. And the priorities of assignees are regulated, not by the date of their assignments, but by the date of the notice given to the company. Suppose the case therefore of a prior assignee who has neglected to give notice. He is of course postponed in equity to a subsequent assignee, who has given the first notice. But now comes the Act, and says that assignees shall be able to sue at law. How will this affect the priorities of the parties? May it not be said that the doctrine of notice is unknown to the common law; and that as these assignees have now a common-law right to sue, their priorities must be determined by the same principles which regulate the priorities of other assignees at common law, namely, the date of their assignments. It might thus be contended that as a consequence of the present Act, the second assignee had lost the priority, which, as the first person to give notice, he possessed under the old law. The answer to this plausible argument appears to lie in a close attention to the wording of the section already set out. It will be seen that the person to whom the right to sue is there given, is the person "possessing the right in equity to receive and to give an effectual discharge to the assurance company liable under such policy for the moneys thereby secured." Now in the case which we have just put, the prior incumbrancer, who has neglected to give notice, is not, as against a subsequent incumbrancer who has given the first notice, the "person possessing the right in equity to receive" the policy, nor can he "give an effectual discharge to the assurance company." The person therefore who under the present Act will have the right to sue at law, will be the incumbrancer who has given the first notice, and the priorities at common law will be the same as they would have been, before the Act, in equity.

We pass on to section 3, which, it will be observed, relates only to assignments *after* the passing of the Act. "No assignment made after the passing of this Act of a policy of life assurance shall confer on the assignee . . . any right to sue for the amount of such policy . . . until a written notice of the date and purport of such assignment shall have been given to the assurance company." Pausing here for a moment, we may inquire whether this enactment is to be construed as applying to suits in equity as well as at law, or whether an assignee may still sue in equity without giving a notice in the terms required by the Act. However this may be, it is clear that the next part of the section applies to equity as well as law. "The date, on which such notice" (*i. e.*, a notice as above specified) "shall be received shall regulate the priority of all claims under any assignment and a payment *bonâ fide*, made in respect of any policy by any assurance company before the date on which such notice shall have been received, shall be as valid against the assignee giving such notice as if this Act had not passed."

Now it is to be observed that the notice spoken of in the Act is not identical with the notice which would, before the Act, have been effectual in equity. The latter need not necessarily have been in writing, and it certainly need not have specified the *date* of the instrument of assignment. The notice required by the Act, and to which alone the above enactments relate, must be *written*, and must specify not only the purport but the *date* of the deed of assignment.

It seems clear, under the present Act, that a notice, sufficient according to the old rules of equity, but not possessing these requisites, will not avail to give priority. Priority will henceforth be possessed, not by the first person who gives actual notice, but by the first person who gives a notice in the terms required by the Act. This is as against subsequent incumbrancers. But as

against the office itself a notice informal according to the present Act will be sufficient, for the Act says that a payment *bonâ fide* by the company before the date on which such notice, *i. e.*, a notice in the terms prescribed by the Act, shall have been received shall be—not absolutely valid—but as valid against an assignee as if this Act had not passed. That is to say the company, although not liable to be sued at law under the present Act, will not be protected against any suit in equity which might, under similar circumstances, have been brought against them before the passing of the Act. It seems, therefore, that if an incumbrancer subsequent to the Act gives a notice, which does not comply with the provisions of the Act, *e. g.*, which does not specify the date of the assignment to him, then if the mortgagor makes a second mortgage, and the second mortgagee, gives a notice in conformity with the requirements of the Act, the first incumbrancer will lose his priority. But, if no subsequent incumbrance is created, and the office, disregarding the informal notice, pays the money to the mortgagor, it will be liable to the mortgagee. Only in such a case the mortgagee must proceed in equity, and has no right to sue at law under the present Act. This strikes us as an unnecessary complication of the law, which the framers of the Act would have done well to avoid.

It appears, therefore, that with regard to assignments *before* the passing of the Act, such a notice only is required either at law, or in equity, as it would be good under the old law; but that in the case of assignments *after* the Act, such a notice as that last mentioned would not be sufficient, either at law or in equity, to give priority as against subsequent incumbrancers, but would be sufficient in equity to bind the office. In the last-named case the assignee would, however, have no right to sue at law. In order to give priority, or to confer the right to sue at law, the notice must conform to the requisitions of the Act.

In conclusion we may refer to a subsequent section of the Act, upon which some misrepresentation appears to exist. Section 6 provides that *upon the request* in writing of the person giving the notice, the assurance company shall deliver to him a written acknowledgment of the receipt of the notice, which written acknowledgment is to be *conclusive evidence* as against the company of the receipt of the notice. We understand that some of the insurance offices are refusing to accept service of the notice, unless this acknowledgment is taken out, for which they demand a small fee. We apprehend, however, that the offices are in error here. It is optional with the person giving the notice, either to take out, or not to take out the written acknowledgment. The notice itself is equally valid in either case, if proved in the ordinary manner. The offices may refuse, if they please, to accept service of the notice, but it will be binding upon them all the same. At the same time it may be well, as a precaution, to take out the acknowledgment, in order to prevent the possibility of the office afterwards disputing the notice.

RECENT CASES ON POOR LAW RATING.

No. I.

We lately pointed out, vol. 11., p. 327, that the law of rating was in a most unsatisfactory state, and although some improvements have recently been effected by the House of Lords, much still remains to be done. When that law originated personal property was of small account compared with land; but now there is no good reason why, on principle, land alone should be rated; or why the necessary funds for the relief of the poor should not be levied on all localized property, real and personal alike. Of course, there would be some grumbling at shifting the burden, but we all acquiesce in a similar arrangement with regard to Income Tax, and it must be remembered that the incidence of the burden will be lessened in proportion as the basis of rating is en-

larged. But if it is Utopian to look for such a sweeping change, we may, at all events, expect some day to see the more glaring anomalies of the present law removed; for instance, the exemption of incorporeal hereditaments, and mines other than coal mines. The two great objects to be obtained are a clear understanding of what property is assessable to the poor rate, and a correct and uniform mode of making the assessment; and to this we may add that every decision is satisfactory that enlarges the basis of rating. In the following remarks we propose to review the alterations made in the law in these respects since the commencement of the last legal year.

By the 43rd of Elizabeth, c. 2, s. 1, the poor rate is to be raised "by taxation of every inhabitant, parson, vicar, or other, and of every occupier of lands, houses, tithes impropriate, proportions of tithes, coal mines, or saleable underwoods" in the parish.

The first case we have to notice, *The Queen v. The Battle Union*, 15 W. R. 57, 2 L. R. Q. B. 8, turns on the question how far the right to take game is to be considered in estimating the value of the occupation of land. The occupier is to be rated in respect of what he beneficially occupies; and in *The Queen v. Williams*, 2 W. R. 410, it was decided that if the right to the game goes with the land, it enhances the value of the occupation; and in the subsequent case of *The Queen v. Thurlstone* 7 W. R. 192, it was held that where the right to the game is granted to another, the tenant can only be rated on the diminished value. But where the right is thus severed from the soil, and made an incorporeal right in gross, not only must it be excluded in estimating the value of the occupation, but it cannot be assessed at all: *Hilton v. Bones*, 14 W. R. 368. In the present case (*The Queen v. The Battle Union*) the owner and occupier of land let the shooting, and it was held that he was to be rated in respect of his occupation as enhanced in value by the right to the game. At first sight this seems in conflict with *The Queen v. Thurlstone*, with which case Cockburn, C.J., and Lush, J., intimated their dissatisfaction; but it may be distinguished on the ground that there it was sought to rate the tenant for what he never had—for what the owner had severed prior to his occupation; whereas here the person sought to be rated had both the land and the game upon it, and had voluntarily granted away the latter for an annual rent. A good test is put by Wightman, J., in *The Queen v. Thurlstone*, where he says, "What would a person give for the tenement as the person rated has it?" The right to take game, apart from any reservation or grant, follows the occupation, and if the occupier lets that right, his occupation is enhanced in value by the rent; and in the case we are considering, if the person rated let the land as he had it, the right to the game, or its equivalent, would have to be taken into account. This singular result is deducible from the above decisions. Where an owner and occupier lets the shooting it is assessable in respect of the occupation; but if he first lets it, and then substitutes a tenant for himself, it is not. The right of shooting is becoming a more and more valuable adjunct to land, and we are sure that it is the interest of game preservers themselves that it should be rated, and that it should be no longer in any one's power to complain of an invidious exemption in that respect.

Fitzhardinge v. Pritchett, 15 W. R. 640, 2 L. R. Q. B. 135, turns on the words in the Act of Elizabeth, "saleable underwoods," which, as no other mention is made in the section of woods, have always been held to exclude other trees. The reason why the statute only mentioned saleable underwoods is obvious, because of them alone could periodical profits be made; whereas timber trees, and trees which though not technically timber are yet not underwood, as fir trees, could only be cut once for all. Some trees, as hazel, can only be underwood; others, as oak may either be left to grow into timber and pass with the inheritance, or may be

periodically cut down for the purpose of raising successive crops of shoots from their stools. Accordingly the test whether woods are rateable or not, lies in the mode and object of their cultivation; and in the case in question a clear rule is enunciated on the subject, viz., that all woods which are so treated as to produce periodical profits from the same stools and roots are saleable underwoods within the statute, without reference to the species of tree, or to the intervals at which the crops are cut. This case we think satisfactory, not only as laying down an intelligible rule, but also as tending to enlarge the basis of rating. But now-a-days large woods, though not cultivated for underwood, frequently do produce a periodical profit. They are so planted that for the greater part of their existence they must from time to time be thinned out, and after they have arrived more or less at maturity some part is cut and replanted at regular intervals, varying in proportion to the whole average; so that the occupier enjoys a periodical profit, from which he has only to deduct the cost of thinning, cutting, and replanting. Under the present law he is not rateable; but would it be impossible to invent some fair method of rating woods so circumstanced, where the occupier can by law, and does, make a periodical profit of them?

The next case—*The Great Western Railway Co. v. Badgworth*, 15 W. R. 579, 2 L. R. Q. B. 25—is a contribution to the dry and difficult subject of how to rate a railway. The line from Gloucester to Cheltenham was made by the Great Western and Midland Companies jointly, each paying half the cost; and on its completion the half nearest Gloucester belonged to the Midland, and the other half to the Great Western. Each company had running powers, without payment of tolls, over the other company's half, and each on its own half maintained the staff requisite for the traffic of both. In the *Midland Railway Co. v. Badgworth*, 13 W. R. 202, it was held that the Midland had no rateable occupation of the Great Western's half, but only an easement, and the court intimated an opinion that the Great Western were rateable for their half in respect of its value to be ascertained by seeing the use made of it irrespective of any unprofitable bargain with another company, or, as the reporter puts it, as enhanced by the profits made over it by the Midland. Accordingly, the overseers of Badgworth, acting on this intimation, rated the Great Western by taking its profits in the parish, and adding what the Midland would have had to pay for using it, if they had not had free running powers. The Court, however, held that this was wrong, and that the rateable value should have been got at by taking the profits of the Great Western in the parish enhanced by the value to them of running free over the Midland company's half of the line. This decision is in part founded on the disproportion between the earnings of the two companies, and Cockburn, C.J., says that the attention of the Court was not directed to it in the former case. There, however, he is wrong, for the special case stated "The traffic of the Midland company very far exceeds, and is very much more profitable than, the traffic of the Great Western Company over the railway," and his Lordship himself said, in his judgment in that case, "The Midland company run more carriages and divide greater profits than the Great Western, who are the owners of this part of the line." It was not necessary in that case to say anything about rating the Great Western, and the event shows the inconvenience that may result from travelling out of the record.

The Queen v. Wells, 15 W. R. 1059, 2 L. R. Q. B. 542, raised two questions of very general interest. The Parochial Assessment Act (6 & 7 Will. 4, c. 96), section 1, provides that the rate is to be made on the net annual value—i.e., on an estimate of the rent at which the hereditaments might reasonably be expected to let from year to year, "free of all usual tenants' rates and taxes and tithe commutation rent charge, if any, and deducting therefrom the probable average annual costs of the re-

pairs, insurance, and other expenses, if any, necessary to maintain them in a state to command such rent." The words "free of all tenants' rates," &c., are very ambiguous; but we may rely on a circular issued by the Poor Law Board in 1859, and founded on an opinion of the then Attorney and Solicitor-General (Sir Fitzroy Kelly, and Sir Hugh Cairns), and explain them to mean that the tenant takes these burdens on himself. The Union Assessment Committee Act, 1862, 25 & 26 Vict. c. 103, s. 15, in defining "the gross estimated rental," adopts part of the definition in the former Act of "net annual value," leaving out the deductions there mentioned. But in practice the actual rent is frequently taken as the gross estimated rental. In *The Queen v. Wells*, this was done, and it was found to be a fair rent, the landlord finding most of the materials for repairs, and the tenant finding the other materials and the labour. What deduction then was to be made from the gross estimated rental to arrive at the net annual or rateable value? Of course the value of materials provided by the landlord, and of insurance. But were the costs of repairs paid by the tenant to be deducted? The Court held that they were not, because the standard of value was the value of the property to the owner, whether he let it or not. If he bore all the costs of repair, the rent would *pro tanto* be higher; but from this would have to be deducted all the costs of repair; and the remainder would be the rent actually paid, *i. e.*, the same sum as if the lower rent were taken and the landlord's repairs only deducted. We imagine that tenancies on similar terms, *viz.*, that each party should bear part of the repairs, are very common. The second point in the case, and one of almost universal application, was that allowance should be made for "contingent or future renewal of buildings or machinery;" and on principle it is most reasonable that it should be so; for a fund annually laid by for this purpose stands on the same footing as the premium on a fire policy, which is allowed to be deducted. We are not aware that the practice has been in making the deductions, but it seems strange that the point should not have been decided before.

RECENT DECISIONS.

COMMON LAW.

NEGLIGENCE—PRIVITY OF CONTRACT.

Playford v. The United Kingdom Electric Telegraph Company, Q. B., 16 W. R. 219.

This case was heard upon demurrer, and the Court expressed an opinion that the facts should be stated upon a special case, as they did not sufficiently appear upon the pleadings. The case therefore will probably be argued again, when we shall very likely have occasion to comment upon it. As, however, it involves some questions of considerable practical importance, we now briefly notice the points decided. There were two questions in the case: first, whether a person who has received a telegram and has been damaged by a mistake in the transmission of it to him, can maintain an action against the Telegraph Company. Secondly, whether a Telegraph Company, under a statutory duty to send messages at a fixed maximum charge, can relieve themselves by express stipulations with the senders of messages from liability for the consequence of their negligence. On the first point the Court gave judgment to the effect that the duty incurred by a telegraph company, to transmit messages correctly is a duty to the sender only, who pays for the transmission of the message, and not to the receiver. There is no new point of law here decided. The decision was the necessary result of the application of principles which have long been established. We only notice the point on account of its great practical importance in mercantile affairs, which are now so often carried on by means of telegraphic communication. In the majority of cases, where injury is sustained in consequence of a mistake in the transmission of a tele-

gram, it is the receiver who suffers and not the sender and yet it is the sender only who is entitled to maintain the action.

On the second point, *viz.*, as to the validity of a condition exempting the company from the consequence of their negligence, the Court did not give judgment as the facts did not sufficiently appear on the pleadings to enable them to do so. Cockburn, C. J., however, in delivering the judgment of the Court, intimated an opinion that such a stipulation would be invalid. It is to be regretted that in expressing this opinion he used the expression, "gross negligence," as if it differed from "ordinary negligence," a distinction which is now seldom acknowledged, and which is certainly without any substantial foundation, either in law or common sense. The judgment, however, is not a complete one, as the facts will probably again come before the Court upon a special case, and perhaps on that account, there has been less care employed in the choice of the language of the judgment than would, otherwise, have been the case.

COMPANY—FALSE IMPRISONMENT—EVIDENCE OF AUTHORITY.

Poulton v. The London & South-Western Railway Company, 16 W. R. Q. B. 309.

The liability of masters for the wrongful acts of their servants is a branch of the law particularly important to companies of all kinds, as they must of course do everything by means of agents. The rules of law which are applicable to companies do not differ from those which are applied in the case of individuals, but there are certain states of facts which are more likely to occur in the case of companies than of individuals, and *Poulton v. The London & South-Western Railway Company* is important as laying down a rule as to evidence in a class of cases which must necessarily occur from time to time in the management of railway companies. *Limpus v. The London General Omnibus Company*, 11 W. R. 149, is now the leading case upon the liability of masters for the wrongful acts of their servants, and it explains that a master may be liable to an action of tort for the act of his servant acting in his usual employment, although the master might have expressly forbidden the doing of the act complained of. In *Goff v. The Great Western Railway Company*, 30 L. J. Q. B. 148, decided a short time before *Limpus v. The London General Omnibus Company*, the application of the ordinary rules of law to railway companies is very well exemplified. It was an action for false imprisonment by a passenger who had been taken to a police station by the direction of the superintendent of the defendant's line upon a charge of travelling without paying his fare, and with intent to avoid paying it. This charge was not proved, and the action was for this arrest. It was held that as the company had a statutory power to arrest passengers travelling on their line without paying their fare, and with intent to avoid doing so, it might be assumed that they would have at their stations, officers with authority to arrest passengers charged with this offence, and that the company, in this case, were therefore liable for the acts of their officers, without any direct proof of authority. In *Poulton v. The London & South-Western Railway Company*, a passenger was arrested by the defendants' servants, by the direction of one of their station-masters, in much the same way as in *Goff v. The Great Northern Railway Company*, except that the offence was the non-payment of the fare of a certain horse. The company had no statutory power to arrest persons for not paying the fare for animals or goods. The Court decided that the defendants were not liable upon this evidence for the arrest, as the mere employment of a station-master by a railway company is not even *prima facie* evidence of an authority to do that which the company itself could not legally do. It will be seen that this is rather a question of evidence than of law. If there had been proof of direct authority to commit

the tort, the company would of course have been liable. In the absence, however, of such proof, there was no presumption of any such authority from the mere employment in which their servants were engaged. Although this case turned upon a point rather of evidence than of law, it is nevertheless of great practical importance, as having given rise to a decision upon a state of facts which is necessarily of not unfrequent occurrence.

LANDS CLAUSES, &c., ACT, 1845—RAILWAYS CLAUSES, &c., ACT, 1845—LANDS INJURIOUSLY AFFECTED.
Beckett v. Midland Railway Company, 16 W. R., C. P. 221.

Another case has been decided upon the sections of the Railways and the Lands Clauses, &c., Acts, which gives a right to compensation for damage done by the execution of the works of railways, and which have proved such a fruitful source of litigation. In this case, a road in front of the plaintiff's house was narrowed by an embankment of the defendants, and the arbitrator who was appointed to assess the amount of compensation due to the plaintiff for this and other works of the defendant's, found that the plaintiff's land was injuriously affected by the narrowing of the road. It was urged by the defendants, in an action upon the award, that the arbitrator was not entitled to give compensation for the narrowing of the road, in accordance with the rules laid down in *Rickett v. Metropolitan Railway Company*, 15 W. R. H. L. 937, and that the award was, therefore, bad. The court held that, in point of law, damage caused by the narrowing of a road might form the subject of compensation, and that as the arbitrator had found as a fact that there was damage, the award was good. Bovill, C. J., explains the distinction between this and *Rickett's case*—"In *Rickett's case* the injury was not permanent, and only caused the interruption of a particular business," and he then goes on, "I do not think it necessary that the land itself, or the house, should be actually touched or interfered with in order to entitle the plaintiff to recover compensation. . . . If the light or air is subsequently interfered with, the right to recover compensation arises, if instead of a portion of the highway being actually taken, it had been injured by being raised or lowered. That would also give a right to compensation—a house which has no access to it is of course of no value, and if the access is bad the value is less than if it be good." Willes, J., too, in his judgment, lays down very concisely the requisites which must exist in order to entitle a plaintiff to compensation. First he must have sustained damage of such a character as would be the ground of an action but for the statute. Secondly, the damage must be in respect of fixed property, and not merely a temporary inconvenience. Thirdly, the damage must have been sustained in respect of the ownership of property, and not in respect of a particular use of it.

The judgments here lay down plainly and shortly the grounds upon which the right to compensation depends. The case also deserves notice because Willes, J., seems to feel a difficulty in understanding the comments of the Lord Chancellor in *Rickett's case* upon *Baker v. Moore* and *Wilkes v. The Hungerford Company*. We noticed these comments of the Lord Chancellor at some length (*S. J.*, ante, p. 6) when commenting upon *Rickett's case*, and we then said that *Wilke's case* was governed if not overruled by *Rickett's case*. Willes, J., however, now says, in *Beckett v. The Midland Railway Company*, that the Lord Chancellor "appears to have doubted the correctness of *Baker v. Moore* and *Wilke's case*. I do not understand on what ground. It does not appear whether the Lord Chancellor thought the action would not be for the injury complained of or that the damages were too remote." Whenever the principle involved in *Wilke's case* is discussed in other courts, it will be important to remember what is here said by Willes, J., upon these dicta the Lord Chancellor.

REVIEW.

A Treatise on the Hindoo Law of Inheritance, comprising the Doctrines of the various Schools with the Decisions of the High Courts of the several Presidencies of India and the Judgments of the Privy Council on Appeal. By STANDISH GROVE GRADY, Barrister-at-Law, Recorder of Gravesend. London: Wildy & Sons; Madras: G. H. Brothers, 1868.

If Sir William Jones, when he wrote his celebrated letter to the Government of India on the administration of justice in that country, had known the difficulties that would arise in the interpretation of the Hindu and Mohammedan systems of law, he would have hesitated long before recommending that their own peculiar laws should govern the natives of India. The principle, indeed, on which his recommendation was based, is no less just than politic. There is hardly any one who would refuse to subscribe, to its fullest extent, to the observation that "nothing could be more obviously just than to determine private contracts according to those laws which the parties themselves had ever considered as the rules of their conduct and engagements in civil life; nor could anything be wiser than by a legislative act to assure the Hindu and Mussulman subjects of Great Britain that the private laws which they severally hold sacred, and a violation of which they would have thought the most grievous oppression, should not be superseded by a new system, of which they could have no knowledge, and which they must have considered as imposed on them by a spirit of rigour and intolerance." * But undoubted as the merits of Sir William Jones's recommendation are, it has given rise to a series of almost hopeless complications. It was adopted by the legislature without there having been made due provision for the interpretation of the Hindu and Mohammedan law. What this law was, where it was to be found, by whom it was to be found, and how it was to be brought home to the foreign judges who administer justice in India, were left entirely unexplained. Sir William Jones, it ought to be confessed in justice to his memory, had, indeed, desired that there should be a "complete digest of Hindu and Mohammedan laws, after the model of Justinian's Pandects, compiled by the most learned of the native lawyers, with an accurate verbal translation of it into English." A Digest was prepared and translated into English, but in consequence of neither the original writer nor the translator being lawyers trained to the task, Colebrooke's "Digest," though well known in legal circles and generally followed by the judges, is very defective. Besides, the duty of compiling the law was entrusted to only one native gentleman, Jagannátha Tarkapanchánan, who, though the greatest philosopher and logician of his day, was never a lawyer, and it is even said that before he commenced preparing his Digest he had not read his subject. His work, therefore, though of considerable weight, has never been considered free from fault, and whenever he comes into conflict with other authorities his opinions are over-ruled. Various other books on Hindu law have since been written. Sir Thomas Strange, Sir Francis Macnaughten, Sir William Hay Macnaughten and others, equally clever though less known to fame, have added to the Hindu law literature. Authoritative decisions have also been pronounced by the Privy Council and the Indian tribunals on points of Hindu law. But he would be a bold man indeed who could say that he thoroughly understands this same law. Written in a language which has long since ceased to be a spoken tongue; intended for a state of society which, notwithstanding all the tenacity with which the Hindus cling to ancient beliefs and ancient modes of living, has considerably changed; mixed and interwoven with a religion once pure but now deformed by superstition, unintelligible in its integrity to the natives themselves: such is the law which our judges in the provincial courts of India, without proper legal training in even English law, and without those habits of patient judicial investigation which nothing but a large experience at the bar can impart, are called upon to administer. Add to this the fact that not a small portion of this law has been supplanted by custom which has not found its way into the statute book, and that such custom is venerated just as much as the law, and the difficulties in the way of a proper interpretation of Hindu law will be easily seen. Within the last few years new text books have been published, but these have, if possible, made confusion worse confounded. Mr. Whitley Stokes, of the Legislative Council of India, published in 1865 all the Hindu law books which had then been trans-

* See the letter quoted at length in the "Vyavastha Darpana, or a Digest of Hindu Law;" Calcutta, 1859.

lated, in one volume, with notes and an index.* In their original state these books were a little intelligible, but what with Mr. Stokes' notes and his index the faint ray of light has disappeared. The same with Mr. Houston's Manual of Hindu and Mohammedan Law, and, what is most extraordinary, the only man who, one would have supposed, was capable of giving us a really valuable treatise on Hindu law, has signally failed to do so. Professor Horace Hayman Wilson was one of the best Sanscrit scholars of his time; he had paid a great deal of attention to the subject of Hindu law, he was a personal friend of many native Sanscritists and lawyers, and when therefore it was announced that he was editing a new edition of Sir William Hay Macnaughten's work on Hindu Law, people expected that he would produce a reliable book. But they were disappointed. Professor Wilson, with the exception of a preface of some value, has not made a single alteration in the text of his author, not even in those points which had been judiciously determined contrary to Macnaughten's views.

In 1859 Babú Sámá Charan Sirkara, joint chief translator and interpreter of the Supreme Court of Calcutta, a gentleman well known to Oriental scholars as a clever, able, and painstaking Sanscritist, published a digest of Hindu law as current in Bengal. The book is the most valuable on the subject we have seen, but being written in the Sanscrit, Bengali, and English languages, it is so bulky that it has found but little favour in Europe. At the present moment therefore a good book on Hindu law is a desideratum, and we are glad that Mr. Grady has come forward with his book on the Hindu law of inheritance to supply it.

Whether Mr. Grady has succeeded in producing a book more valuable than those already in existence, we must leave the reader to judge for himself. The task, we need hardly remark, is by no means an easy one. A writer on Hindu law must possess two qualifications, without which it is almost hopeless for him to attempt the subject. He must be a thorough Sanscrit scholar and a profound lawyer. The mischief hitherto has been that persons only possessing the first of these qualifications have written on Hindu law and obscured the subject. Mr. Grady is a good lawyer. What his claims are to be considered a Sanscrit scholar we do not know. Indeed, if we are to judge from the evidence to be found in his work we should say that he has not paid much attention to the original Hindu law treatises in Sanscrit. It would have been better if he had done so. There is of course no harm in relying upon the productions of eminent European Sanskritists and making good use of them. We should all have to grope in the dark if we did not avail ourselves of the labours of our predecessors. But in the case of Sanscrit scholarship the misfortune is that at the time when Colebrooke and others wrote people knew very little of that ancient literature. Since their days a great deal of new light has been thrown upon many disputed points, and our knowledge of Sanscrit has generally much improved. For instance, the etymology of the Sanscrit word for son, "putrá" (the real meaning of this word has a great deal to do with the principles of the law of inheritance) is, according to the better opinion, no longer derived from "Put or Hell, or a place of torment," as Mr. Grady puts it. This artificial etymology may indeed be found in Manu, in the Vishnú-Dharma-Sástra, the Mahábháratá, the Haribonsa, the Markan-Deva-Purána, &c., and being connected with the belief in the efficacy of the ceremony called "srádha," performed after a person's death, by the mourners, it must be considered very old. But age does not necessarily make that right which was originally wrong. The etymology is clearly wrong, at least from a grammatical point of view; for, as the Unnédi-Sátras have it, the word seems to have been divided from 'pú,' to purify, with the affix 'tra' and its etymological meaning is therefore from 'pú, purifier.' This etymology, too, implies an irregularity in the derivation (for the regular form derived from 'pú' would be "potrá" and not "putrá"); but as there are analogies for such irregularities it has been accepted by the Sanskritists of the present day, as the most probable in the absence of any better that could be proposed. There are other instances which might be adduced affecting the principles of Hindu law. These new interpretations obviously are of great importance, and we are sorry to find that Mr. Grady has paid

no attention to them, nor has he even so much as alluded to them, although he has found time to talk of the "superstitious" belief of the Hindus in the efficacy of prayer after death. There is one other remark we must make here before we proceed further with this book. The learned author does not seem to have exactly realized to himself the practical working of Hindu institutions; for if he had done so he would not have made a great many remarks which he has done. Talking of the Act (XXI. of 1850) which was passed to secure their inheritance, in cases, of course, of intestacy, to converted Hindus and Mohammedans, in connection with the law of adoption, Mr. Grady asks, "Can the father adopt? and what would be the right of the adopted son?" Again, "the convert's interests are protected by the Act. Is the father at liberty to deprive him of a portion of the inheritance by adopting a son?" It is well known that on the conversion of a Hindu to Christianity he is considered as dead by his family, and the Hindu law ignores his existence. The father becomes childless, and accordingly is not only allowed to adopt by universal custom, but even by positive law, though indirectly. As regards the last question, we take it as clear that the *Lex loci* Act, as the Act XXI. of 1859 is called, does not interfere with the father's power of dealing with his property in the manner he thinks fit by will, and that, if he dies intestate, the property will be divided between the adopted and converted sons, in the same way as in cases where an adoption takes place first and afterwards a son is born to the adopting father. We must confess that Mr. Grady has been rather unfortunate in his comments on the text. At page 37, discussing the law of adoption with special reference to the adoption of a brother's son, he takes the law correctly from Strange's "Hindu Law." "It is true that a brother's son inherits, and performs obsequies to his uncle dying without preferable heirs, but then it is as his nephew and not as his son, and the spiritual efficacy in the one case and in the other is considered to be different. To render him a substitute for a son he must have been affiliated." But not satisfied with this simple exposition of the law our author says, "the spiritual efficacy does not appear to differ," and in support of his opinion quotes a passage from the *Dattaka Smárta*. The meaning of the passage, however, has been misapprehended, for there is a vast difference between oblations offered by a son and those by a nephew. The slightest consideration of the Hindu religion would have informed Mr. Grady that there are certain mystic ceremonies which none but a son may perform in honour of the dead. At page 49 the author has the following paragraph:—

"Whether an adopted son may be given in adoption?—This is a question which has not, so far as our researches extend, come under judicial decision. There appears to be objection to such an adoption, for the performance of the religious ceremonies might operate as an obstacle. There might, moreover, be fraud upon the lad himself; and as the virtue to deliver from Put was expended on his first adoption, he could confer none by his second adoption." We are utterly at a loss to understand the meaning of the author. To our knowledge there have been no cases of a boy being adopted successively by two fathers, but we do not see why the performance of the religious ceremonies should operate as an obstacle. Surely Mr. Grady knows that the adopted father of a boy acquires all the rights of the natural father over him. In fact the boy becomes in every respect the son of the adopted father, and there is nothing to prevent the latter giving him away in adoption. The most extraordinary part of the paragraph we have quoted is its last sentence. It must have been meant as a joke, for we do not remember ever having heard that "the virtue to deliver from Put is expended on the first adoption" of a boy. This is falling into "Put" with a vengeance. This virtue, if any there be, is not given, according to the religion of the Hindus, only for once. It appertains to every one and as many times as he likes to use it. The best way to look at it is to regard the power as springing up as soon as a person stands to another in the relation of a son or an adopted son.

These and other similar blemishes, taken with the mistakes of the printer, mar the effect of a really valuable book. Though it has no pretensions to originality, and is founded chiefly upon the digest of Hindu law published by the late Mr. Morley and the learned treatise of Sir Thomas Strange—facts we are sure Mr. Grady will be the first

* Hindu Law Books, by Whitley Stokes of the Inner Temple, Barrister-at-Law. Madras: Higginbotham, 1865.

* The italics are ours.

to acknowledge—the author has worked so steadily at his subject that he deserves the thanks of the profession for his contribution to Hindu law literature. The different branches of the law have been carefully studied and most of the principal decisions of the courts have been incorporated in the book. It will, we have no doubt, be found very useful to those members of the profession who attend the Privy Council.

The Students' Guide to Chitty on Contracts, Williams on Real Property, and Smith's Manual of Equity. By H. WAKEMAN PURKIS, Esq. London: William Amer.

This book is one which calls for very little remark from us. It is merely a collection of questions and answers on a portion of Chitty on Contracts, and on Williams on Real Property, and Smith's Manual of Equity, and is intended for the use of articled clerks in preparing for the examinations, which the requirements of the present day insist upon their undergoing. The questions appear to us to be judiciously selected, and the answers are carefully framed, and are as nearly as possible in the words of the author they are treating of. Such works as this, become, according as they are used, a valuable assistant to the student in preparing his subjects, or the greatest drawback to him. If they are used, as we have sometimes known them to be, as a substitute for the book itself, of which they are an analysis, they tend to defeat the very objects for which the examination has been established, and to prevent it from testing in the smallest degree the proficiency of the student. If a man learns off by rote a number of stereotyped answers to formal questions, he may indeed scrape through an examination on a book which he is supposed to have mastered, and may deserve credit for a considerable amount of memory and application, but he never can be said to have gained a thorough comprehension of the subject on which he is to be tested. Knowledge acquired in this way vanishes almost as soon as it has been gained. Mr. Purkis deprecates the idea of his book being put to any such uses as these; he says that it is simply intended as an auxiliary to enable students to master more expeditiously the material portion of the contracts of the above-mentioned works; and for this purpose he advises them first to read a section or chapter of the original work, then to commit to memory the questions and answers relating to it, and afterwards re-perusing the text. We confess we hardly see the desirability of learning the questions by heart, whatever may be said in favour of doing so by the answers, although we doubt the utility even of that. There is, however, no better way of testing one's proficiency in a subject which you are endeavouring to master, than an examination therein by way of question and answer, and used in this way, we feel sure that Mr. Purkis' work will prove very serviceable.

The Master and Servant Act, 1867. By JAMES EDWARD DAVIS. London: Butterworth.

The Act of Parliament which forms the subject of the work now before us, is one which makes considerable alterations in the law respecting the relations between employers and employed, and which is no doubt destined to affect the interests of a large portion of the community. We are therefore very glad to see that the question has been treated so ably and carefully, as it is in the present volume. Mr. Davis was one of the commissioners whose recommendations led to the passing of the Act of last session, so that he is well fitted to point out the scope and general intentions of the statute, while his experience as stipendiary magistrate for Stoke-upon-Trent, render his suggestions as to the practice and procedure to be employed in working out its provisions, peculiarly valuable. The present Act is the last of a long series which have been passed on the same subject, and for a long time magistrates have been empowered to deal with disputes between masters and servants. The old law was, however, found open to various objections, and amongst others, it was said that, under it servants in cases of dispute were treated by the law with greater severity than their masters; when a servant had a complaint against his master, he could only enforce his attendance before the magistrate by summons, whereas a master could have the servant apprehended and brought up on a warrant, after laying an *ex parte* information before the justice. It was also said that the proceedings were often conducted without sufficient publicity, as the dispute could be gone into before one justice in his private room; that as the matter was of a criminal nature the parties themselves could not give evidence, and that the magistrate had no power to inflict fines. The effect of the present law may be briefly

summed up as follows:—proceedings, either by employers or employed are to be commenced by summons, and a warrant is to be issued except in cases where the party proceeded against manifests an intention to abscond. The case is to be heard before a stipendiary magistrate or two justices, and the parties themselves are to be competent witnesses. On the hearing of the complaint, the justices are empowered to adjudicate in the following ways: they may order—1. An abatement of the wages already due to the employed. 2. The fulfilment of the contract of service, with security for such fulfilment. 3. That the contract be annulled. 4. Compensation to the party complaining. 5. Fine. 6. Imprisonment in cases of an aggravated character. Mr. Davis goes carefully through the various sections of the Act, explaining their effects and illustrating them by decided cases wherever such exist, as well as giving many useful directions on matters of procedure.

The changes intended to be effected by the Act are no doubt highly beneficial, but the author complains, as we think with great reason, of the way in which the utility of the commissioners' recommendation has been marred by the incongruous manner in which the statute has been drawn up. This is not the first time that attention has been called in this journal to the scandalously bad drafting of Acts of Parliament, and the present is only one more instance of the truth of our remarks. Here is a statute intended to apply to a class of persons many of whom are entirely untrained and ill educated, and having no experience of law, and yet in order to discover to what employments the Act applies, they must look not only to this Act but to no less than seventeen other statutes whose titles only are referred to in a schedule annexed to the Act, and even then the effect of their various provisions is so confusing as sometimes to puzzle even a trained lawyer like Mr. Davis. Our author has done as much as in him lies to remedy the defects of the Legislature, by setting out in a tabular form the matter referred to in the Acts mentioned in the schedule, and his book contains as clear a view of the whole subject as can be given. We observe by the last section of the Act that it is only to continue in force for one year, but if its provisions are to be made permanent, as it appears likely that they will, we hope that the suggestions of Mr. Davis will not be lost sight of by our lawgivers, and that a second edition of the Act may be presented to the public in a more creditable and intelligible form.

COURTS.

COURT OF CHANCERY.

STATEMENT OF THE NUMBER OF CAUSES, PETITIONS, &c., disposed of in Court in the week ending Thursday, February 27, 1868.

L. C.		L. J.		M. R.		V. C. S.		V. C. W.		V. C. M.	
AP.	AP.M.	AP.	AP. M.	C.	P.	C.	P.	C.	P.	C.	P.
		2	1	18	13	8	21	18	12	17	22

ROLLS CHAMBERS.

(Before Mr. CHURCH, Chief Clerk.)

Lord Brougham v. Canvin.—The Bill in this suit was filed on the 12th ultimo, and stated that the plaintiff had for several years previous to the autumn of 1866, been engaged in collecting the manuscript letters and writings of himself and his contemporaries, with a view to writing and publishing an autobiography or history of his own life and times. The plaintiff went on to say that the manuscripts so collected by him were of great historical and literary interest and value, and comprised, besides his own letters and memoranda, manuscript letters written by King William IV., the late Earl Grey, and the members of his Cabinet; Sir Samuel Romilly, Lord Murray, and other persons distinguished by their political position or literary reputation.

In 1866 the plaintiff, on the recommendation of Mr. Henry Reeve, the editor of the *Edinburgh Review*, and Mr. John Forster, author of "The Life of Goldsmith," determined on entrusting these manuscripts to Dr. Canvin, the defendant, for the purpose of arranging them for publication, supplying all necessary links, &c., and generally completing the work as a history of the plaintiff's life and times. The collection was accordingly, through Mr. William Brougham, the plaintiff's brother, entrusted to Dr. Canvin, it being distinctly under-

stood that Dr. Canvin's name would not appear in the work and that his task would be limited to arranging the materials and making suggestions, all actual alterations in the work being in the plaintiff's composition. In August, 1867, Mr. William Brougham wrote to Dr. Canvin suggesting that they should come to some arrangement respecting his remuneration, and Dr. Canvin replied that he should be satisfied with whatever arrangement might be made, and suggested a reference to Mr. Forster. Shortly afterwards Dr. Canvin spent some months at Brougham Hall for the purpose of examining and classifying certain letters and documents there, and on his return to town took with him a large quantity of original letters and copies. It was at this time arranged that Dr. Canvin should by the end of last November digest the first volume of the work into shape, and submit it to Mr. Forster in December, in order that it might be transmitted to Lord Brougham, at Cannes, and returned to London before the end of January, the intention being to offer the publication in the first instance to Messrs. Longmans. No agreement had yet been made respecting Dr. Canvin's remuneration, but in December last he wrote to Mr. Brougham, at Cannes, requesting £200 or £300 on account. Mr. Brougham in reply declined to make so large an advance under those circumstances, suggested that the proposed reference to Mr. Forster should be carried out, and offered to make an immediate advance equivalent to a fair remuneration for the time already occupied. Dr. Canvin then named 1,000 guineas as his remuneration for the whole task. To this Mr. Brougham demurred and after some correspondence and negotiation the present bill was filed, praying that the defendant might be ordered to deliver up to the plaintiff the said manuscripts, letters, and papers, and all copies of, or extracts from the same.

The Chief Clerk said that he had carefully read through the bill, and that the case was an exceptional one. The bill had been filed by a principal against his agent. The papers were the property of the plaintiff, and the defendant had no hold on them. He suggested that the documents should be handed over to the plaintiff, and that the amount of remuneration should be left to some literary gentleman to arrange. Meanwhile his order was that the documents should be deposited in court without any prejudice to the lien, if any, of the defendant.

VICE-CHANCELLOR MALINS.

BUSINESS OF THE COURT.

Feb. 28.—The VICE-CHANCELLOR said that he should adopt a suggestion of Mr. Glasse, Q.C., in pursuance of which adjourned summonses would be treated as motions, as in Vice-Chancellor Stuart's court, and those in the paper would follow the petitions.

COURT OF COMMON PLEAS.

(Before the LORD CHIEF JUSTICE.)

Sinclair v. Lord Redesdale.—In this case, the facts of which are well-known,

The Attorney-General, Sir G. Honyman, Q.C., and Watkins Williams, were for the plaintiff.

Huddleston and Archibald for the defendant.

The case having been opened,

Huddleston, Q.C., said, I have the honour to appear for Lord Redesdale, and I believe I am fulfilling the ideas of his lordship by stating that he had heard certain rumours. The first was, that Mr. Sinclair had resigned his office of engineer to the Great Eastern, and next that he had an interest in framing the scale upon which Mr. Brassey was to undertake the works of the Dunnmow Railway, as it was supposed that he was to be paid by a percentage. Mr. Sinclair has satisfied Lord Redesdale that these rumours are incorrect, and Lord Redesdale, as an honourable man, withdraws the charges which he has made, and apologies for having made them; indeed he, from the first, when he found himself in error, desired and meant to do so, and he only regrets that the terms in which he conveyed such desire were not satisfactory. I think it but fair that I should state how the mistake arose. The Dunnmow line was estimated to cost £120,000. In 1865 the Great Eastern Railway Company obtained an Act in which they bound themselves to pay a sum not to exceed £80,000. It was supposed that £40,000 would be spent in land. In 1867 the company came to Parliament for £40,000 more, and Lord Redesdale considered, as Chairman of Committees of the

House of Lords, that this was an attempt to saddle the shareholders with £40,000, and he thought it his duty in his place in the House to make certain statements which led to a correspondence in *The Times*. Lord Redesdale thought that he was only discharging a public duty; but, inasmuch as he has in so doing given currency to rumours which he finds to be unfounded, he begs, through me, to express his regret, and to repeat his apology.

The ATTORNEY-GENERAL.—I have no hesitation in accepting Lord Redesdale's apology. Mr. Sinclair had his character to defend, and he came here prepared to say on his oath that the charges brought against him were unfounded; he has all along had no object but to clear his character from very heavy imputations.

The LORD CHIEF JUSTICE said that this was a very proper and satisfactory conclusion of this case, and honourable to both parties.

A verdict was then entered for the plaintiff—Damages, 40s., and all certificates required to carry costs were granted.

CENTRAL CRIMINAL COURT.

(Before the RECORDER.)

Feb. 25.—Edwin Cruse, clerk, in the employ of Messrs Lewin & Co., solicitors, Southampton-street, pleaded guilty to two indictments for forgery. Sentence: five years penal servitude.

COUNTY COURT.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

Feb. 25.—*Jessel v. Wilson.*—Agency.—When a man's sister paid without his knowledge, out of his moneys, a sum to a tradesman, in excess of the amount really due, the principal held not entitled to recover the sum as money had and received.

Mr. Ody, for the plaintiffs, in opening the case, said the defendant had done some work as a builder for the plaintiff to the value of about £3. Defendant claimed about £8, which plaintiff refused to pay. The matter was put into the hands of an attorney, who wrote to the plaintiff claiming the larger amount. Plaintiff was from home when the letter arrived, and his sister, who resided with him, opened it, and was so alarmed at the threat of legal proceedings that she went immediately to the attorney and paid the money. On plaintiff's return home he at once repudiated the transaction.

Mr. PITT TAYLOR said it was useless going further; plaintiff had no right of action. The sister was not plaintiff's agent for the purpose of paying away his money wrongfully. She might have a right of action but certainly the plaintiff had not.

Mr. Ody said the money belonged to his client, and it seemed strange that the sister should be entitled to recover from the defendant that which was never hers. If she had handed over goods (a watch say) belonging to her brother she would be entitled to recover.

Mr. PITT TAYLOR.—Exactly so; but that would be inaction in *detinue*. The owner of an article may sue any person found to be in possession of it; but this is not an action in *detinue*. You are seeking to recover a certain sum of "money had and received," and not possession of a specific article: which makes all the difference. If my butler presents me his account with £20 entered as paid to my wine merchant in excess, I simply strike it out. I have nothing to do with the wine merchant, so far as that goes; the butler must arrange the matter with him.

Mr. Ody.—We should have had a right of action if the money had been paid in excess by the wife instead of the sister.

Mr. PITT TAYLOR.—Not in this form. The wife must have been made plaintiff, but her husband's name must have been joined, as in any other case where a *feme covert* brings an action.

Mr. Ody said the point had arisen quite unexpectedly, and he was not prepared with any case in support of his view.

Mr. PITT TAYLOR said he had no doubt whatever on the subject. The plaintiff must be non-suited.

Ryalls for the defendant was not called on. He asked for costs which were refused.

BRADFORD.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

Feb. 21.—*British & Irish Magnetic Telegraph Company v. Hutchinson.*—Porterage of Telegraph Companies.—This was an

action to recover 11s. claimed by the company as the postage of a message from Bridgenorth to a place called Wheat-hall.

In December last the defendant sent from Bradford, and paid for, a telegraph message, addressed, "Mr. Parsons, turkey-breeder, Wheat-hall, Bridgenorth." Nothing was said as to where Wheat-hall was, and the message was accepted at the usual price of 1s. for twenty words, under the supposition that the place was within the limits of the free delivery at Bridgenorth. The company's servants at Bridgenorth found that Wheat-hall was eleven miles from Bridgenorth, and despatched a messenger on horseback with the message. The cost of this was 11s., which Mr. Parsons, who received the message, refused to pay, and the company now sued the defendant, as the sender, for the sum. Mr. Terry, for the plaintiff, contended that the company, having received the message, were bound, in fulfilment of an implied obligation, to deliver it, and, not being able to recover the extra expense from the person who received the message, were justified in falling back upon the sender and demanding the sum sought.

The defendant did not appear.

Mr. DANIEL gave judgment for the plaintiffs for the sum sought and the cost of one witness from Bridgenorth.

WALLINGFORD.

(Before EDMUND HAVILAND BURKE, Esq., Deputy-Judge).

Jan. 30.—*Hall v. The Great Western Railway Company.—Negligence.*—The plaintiff, a cattle dealer at Benson, sued the defendants for £9 6s. damages for loss sustained by the detention of three oxen. It appeared that on the first of June last, three fat oxen were sent from Moulsoford by the plaintiff, consigned to Mr. Parry, a cattle salesman for sale at the metropolitan cattle market. They arrived at Paddington on the following day, but when the drover called for them the licence for their removal could not be found, and the drover in consequence had to start with his other stock, leaving the three beasts behind. After delivering the stock at the market, he returned to Paddington station, and the licence having been found, took the beasts to the market; but, on arriving there, business was over, and the cattle were sent to the "lairs," to remain till the following week.

Mr. W. Maples (Young, Maples, & Co., London), for the defendants, applied for a nonsuit, on the grounds that the consignee was the proper person to sue, and also that the company, by their published notice, announced that they would not hold themselves responsible for the delivery of the cattle by any particular marker.

Mr. J. T. Dodd (Wallingford) for the plaintiff.

Mr. BURKE overruled the first objection, and held that as it was admitted that the cattle had arrived, and was not proved that a reasonable time for their delivery had not elapsed, the second objection could not stand. It was then urged for the defendants that the drover did not wait a sufficient time for the licence, and that a mistake arose from his having asked for the licence for "Hall's beasts," when the licence was booked in the name of Parry the consignee.

Mr. BURKE held that as by the then existing law cattle could not be removed without a licence, it was the duty of the defendants to deliver the licences with the cattle. His verdict would therefore be for the plaintiff, with costs.

BARNARD CASTLE.

(Before W. BRUCE, Esq., Deputy-Judge.)

Feb. 24.—*Bell v. Atkinson.—Jurisdiction in Equity.*—This was an administration suit by one of the next of kin of Thomas Atkinson deceased. It appeared from the plaintiff's own statement that the gross amount or value of the personal estate of the deceased exceeded £500, although after the deduction or allowance of a certain gross claim or set-off the value would be considerably reduced below that amount.

W. BRUCE, Esq., decided that the case did not come within the jurisdiction of the Court, and accordingly dismissed the suit.

TODMORDEN.

(Before W. T. S. DANIEL, Esq., Q.C., Judge.)

Feb. 26.—*Charles John Hartley by his next friend v. Samuel Butterworth.—Negligence—Injury to Infant—Servant driving.*—The particulars delivered in the action were for damages for the negligence of the defendant's carter, Thomas Sutcliffe, on the 30th April 1867, in driving defendant's horse and cart along the turnpike road in Todmorden, in conse-

quence of which plaintiff, Charles John Hartley, had one of his legs broken, and for attendance upon him and for medical expenses paid for him in and about his cure and for pain and suffering, the plaintiff claimed £5.

Mr. Blomley for plaintiff.

Mr. Stansfield for defendant.

It appeared that the child was one year and eleven months old. When the accident happened three loaded carts were going at a walk along the turnpike from north to south, one cart being behind the other in a string, in charge of two drivers, who were a short distance behind the last cart. Their attention was attracted by the child's uncle sending a dog along the turnpike. The child followed the uncle across the road. A woman, seeing the child's danger, screamed out. The carters rushed forward and stopped the carts, but were unable to do so before the off wheel of the first cart had knocked down the child and run over and fractured one of its legs, and the second cart had reached within a yard of the child. The child came from the side of the cart opposite the driver's side, and it did not appear that if he had been leading the first horse by the head he would have been able to see the child's approach or avoid the accident.

Mr. DANIEL said, that the master was not liable; that there was no negligence on the part of his servant; that it was not necessary that the driver should have been at the horse's head, and guiding it by the reins; practically he had the command and government of the horse; that he stopped it almost instantly after the cry of danger, his attention being momentarily drawn away from the cart by the uncle sending the dog northwards along the turnpike road whilst the carts were travelling southwards.

He said that the child ran into danger and against the cart lawfully using the turnpike, and that the case was one of pure and inevitable accident, the defendant not being legally liable for the consequences.

Plaintiff nonsuited.

Vide Mangan v. Atherton, 35 L. J. C. P. 161; *Abbott v. McFie*, 12 W. R. 315; *Waite v. The North Eastern Railway Company*, 28 L. J. Q. B. 258; 7 W. R. Ex. C. 311. See also an American case, reported *supra*, p. 177.

EAST DERHAM.

(Before T. J. BIRCH, Esq., Judge.)

Bunn and Another Executors of Onwick v. Head and Wife.—Equity.—Enfranchisement of Copyhold Property.—In a suit by a mortgagee in which a decretal order had been made for the sale of copyhold property—but no one would buy—the Court made an order, with the consent of all parties, for the enfranchisement of the property; an eligible offer to purchase having been made conditionally on enfranchisement.

POLICE COURTS.

BOW-STREET.

(Before Sir THOMAS HENRY.)

Feb. 27.—*Sir R. P. Collier, Q.C. (J. H. Payne with him), applied under 24 & 25 Vict. c. 100, and 11 & 12 Vict. c. 4, for a warrant against General Eyre.* It had been intended to make the application when the similar application was made with respect to General Nelson and Lieutenant Brand. General Eyre was, however, then out of the jurisdiction of the magistrate. He was now within the jurisdiction.

Sir R. P. Collier then entered at some length into the details of the case against General Eyre, including the topic of martial law.

Sir THOMAS HENRY said—The highest authority has laid down the law on that subject, and has charged a jury, putting before them all the arguments which you have used, and they have thrown out the bill against the principals. The bill against the principals having been thrown out, the grand jury have decided, not only that the charge of murder was not established, but that there was not even a *prima facie* case to go before a jury. I am not aware of any case in which a bill against the principals on a charge of murder has been ignored, a magistrate has afterwards granted a warrant against an accessory. There has certainly been no such case during the twenty-eight years that I have presided as a magistrate.

Sir R. P. Collier contended that the decision of the grand jury was not conclusive.

Sir THOMAS HENRY said that the prosecution appeared to

have acquiesced in it, for they had not preferred another bill against the principals.

Sir R. P. Collier said they were out of the jurisdiction of the court.

Sir THOMAS HENRY said he could not grant the warrant, unless he declared that the grand jury were wrong in their decision. The question was left to them by the Lord Chief Justice, who said, "If you think the accused ought not to be harrassed by criminal proceedings, and that the case ought not to go to a jury, you will say so by ignoring the indictment." Again, "If you think that, although there may have been a mistake, and a most grievous mistake, in condemning this man and sending him to death . . . yet, if the proceedings were done honestly and faithfully, and in what was believed to be the due course of the administration, again I say that you ought not to harrass the accused persons by sending them for trial before another tribunal." He did not feel justified in granting the warrant, but the prosecutors were not debarred from proceeding by indictment at the sessions.

GENERAL CORRESPONDENCE.

INQUIRER.—The servant has no extra claim. The promise originally made was void, as a contract, for uncertainty, and what subsequently took place did not amount to a contract.

TOUTING BY UNQUALIFIED PERSONS.

Sir,—The enclosed is now being circulated amongst the commercial firms in the city. Can nothing be done to put a stop to such impudent toutting by unqualified persons? Pray note the considerate reduction offered by the advertiser in case of non-recovery of the debt.

A SOLICITOR.

[Our correspondent encloses the following card of a firm of accountants. We suppress the name and address, because we do not wish to advertise a proceeding of which we most strongly disapprove.

1. Creditors' Claims against Insolvent Estates purchased for Cash, if sent on immediately a failure takes place. Should the dividend realise more than the purchase, the excess (less 5 per cent. on the purchase) will be paid over to the creditor.

2. Meetings of Creditors attended, and Statements and Offers investigated.

3. Estates wound-up under Deeds of Assignment, Composition, or Inspection.

4. Trustees of Estates indemnified against costs, loss, and trouble.

5. Creditors' Claims recovered. No commission charged. Postage, &c. 1s. each claim. For Legal Costs, see Law Costs.

6. Accountancy of all kinds executed with despatch and ability.

Law Costs.

Debts over £50. Issuing Writ and Service, with Affidavit—In Town, £1 18s. 8d.; in Country, £2 10s. 8d.; Final Judgment in Town or Country, £1 9s. 4d. When the Debt is not recovered, a reduction of *three-fourths* is made by us.

Debts from £20 to £50. On and after 1st January, 1868, the Defendant may apply for the proceedings to be changed into the County Court, and after the change the costs follow the course of the County Court.

Debts under £20. On and after the 1st January, 1868, the Plaintiff must sue in the County Court, or pay the costs of the Superior Court as above.]

COUNTY COURT ADVOCACY.

Sir,—The points stated by the gentleman who calls himself Teiresias in one of your previous numbers are worth attention, but I really do not think they involve any difficulty.

In bankruptcy, as Teiresias is probably aware, it is no new thing to have an attorney appearing for one party and counsel appearing for another party with an identical interest; and no great inconvenience has resulted to either half of the profession. So much for the chances of defendants' severing in their defences.

As to the other point, the possibility of counsel appearing as "leader" to an attorney or solicitor: the case is so very improbable that it may be left to be dealt with when it actually occurs.

Where a solicitor appears in person it would not be worth his while to retain counsel, and *vice versa*.

LAW.

APPOINTMENTS.

Mr. JAMES HANNEN, of the Home Circuit, has been appointed to fill the vacancy in the Court of Queen's Bench, caused by the death of Mr. Justice Shree. The nomination of Mr. Hannen will add another Irishman to the judicial bench of England. He was called to the bar at the Middle Temple in January. He was formerly a reporter on the *Morning Chronicle*, and has filled for several years the office of junior Counsel to the Crown, the post professionally known as that of "Attorney-General's Devil."

Mr. T. D. ARCHIBALD, has been appointed by the Attorney-General to succeed Mr. Hannen, the newly-appointed judge, in the office of junior Counsel to the Crown.

The Bishop of Oxford has appointed Mr. MAURICE CHARLES MERTINS SWABY, D.C.L., Chancellor of the Diocese of Oxford, in succession to Sir Robert Joseph Phillimore, resigned.

Mr. KENELM E. DIGBY, M.A., Barrister-at-Law, and Fellow of Corpus Christi College, has been elected, under the new Vinerian statute, Reader of English Law at the University of Oxford. He was called to the bar at Lincoln's-inn in January, 1865.

Mr. JOHN BURNETT, Advocate at the Scottish Bar, has been appointed by the Lord-Advocate to be counsel to the Post Office authorities in Scotland.

Mr. ARTHUR CHEESE, Solicitor, of Hay, Brecknock, has been appointed by the High Sheriff of the county of Radnor, to act as Under-Sheriff of that county for the ensuing year.

Mr. JOHN WAKEFIELD BURNE, Solicitor, of Berkeley-street, Gloucester, has been appointed by the High Sheriff of Gloucestershire to be his Under-Sheriff.

Mr. JOHN BARNES BARROW, of St. Helen's, Lancaster, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds executed by married women, in and for the county of Lancaster.

Mr. JOSEPH WALKER, of Stourbridge, Worcester, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds executed by married women, in and for the county of Worcester, also in and for the county of Stafford.

Mr. GEORGE TOWNEND MOORE, of Warrington, Lancaster, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds executed by married women, in and for the county of Lancaster.

Mr. THOMAS TAYLOR, of Wakefield, York, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds executed by married women, in and for the West Riding of the county of York.

Mr. HENRY BARBER (Barber & Hughes) of Bangor, N.W., has been appointed by the Lord Chancellor of Ireland a Commissioner for taking affidavits in that town for the Court of Chancery in Ireland.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Feb. 24.—*Separate Sitting of the Lords Justices of Appeal in Chancery.*—On the motion of Lord St. Leonards a Bill to remove doubts as to the power of the Lords Justices to set separately was read a first time.—Lord St. Leonards said the Act which the Legislature passed last year to enable the Lords Justices to sit separately to hear appeals against decisions of the Master of the Rolls and the Vice-Chancellors in certain cases had in some degree been neutralised by the practice of the Lords Justices sitting separately to hear appeals from decisions on motions for a decree. He therefore had prepared a bill to prevent the Lords Justices from sitting separately in reference to these appeals.—The Lord Chancellor said the practice arose from the words of the Act. It was quite true that the Lords Justices and himself, when a question arose on the matter, came to the conclusion that the Lords Justices might hear separately appeals against decisions made on motions for decree; but he had some doubt on the construction of the Act.

The Land Tenure (Ireland) Bill was read a first time.

The Habeas Corpus Suspension (Ireland) Act Continuance Bill was read a second time.

Feb. 25.—The Habeas Corpus Suspension (Ireland) Act Continuance Bill passed through committee.

Feb. 27.—The Habeas Corpus Suspension (Ireland) Act Continuance Bill was read a third time and passed.

HOUSE OF COMMONS.

Feb. 21.—Mr. Brett, the new Solicitor-General, took the oath and his seat for Helston.

Feb. 24.—*Pollution of rivers*.—In reply to Mr. Candlish, Mr. Hardy said he was not prepared to legislate on the subject this Session. It was his intention to appoint a new Commission to inquire into those parts of the subject which had not yet been investigated, and he did not think it advisable to deal with only a portion of the question.

The Railways Extension of Time Bill was read a second time.

A Bill by Mr. Ewart, to introduce the Metric System of Weights and Measures and by Mr. Cave for the Regulation of Sea Fisheries were read a first time.

The Scotch Law Courts Bill and the Court of Justiciary Scotland Bill, by the Lord-Advocate, were read a first time.

IRELAND.

CONSOLIDATED CHAMBER.

Feb. 26.—*George Lynch v. Patrick Rafferty and Others*.—Mr. Oliver Burke moved in this case that the officer of the court do mark judgment on the writ of summons and plaint, which were in ejectment on the title for certain lands in the county of Galway. The process-server had endorsed on the writ that he had served the defendants "at their residences," without adding what county such residences were situated in. Counsel admitted that though in ordinary cases such omission would be fatal, yet, that in this case the title of the cause contained the residences, which was unusual in summons and plaint in ejectments.

His LORDSHIP thought that the process-server had made a fatal mistake; the writ must be taken off the file and re-served.

SPRING ASSIZES.

CARRICK-ON-SHANNON.

Feb. 25.—Mr. Justice Keogh, in charging the Grand Jury, made the following observations. "It is most improper to place upon the Grand Jury any gentleman who practises as an attorney, both at the petty sessions and at the quarter sessions, and who is in the habit at those places of giving his services to the public for the very small fee which is ordinarily payable. It is impossible that the people can repose confidence in the administration of justice if they see upon the Grand Jury, engaged in the management of the affairs of the county, one of the local practitioners of the neighbourhood. I say nothing against the respectability or character of this gentleman, or of his property. Property or no property, that is not the question. I say this should not be, and such gentlemen are not fit persons to be on the Grand Jury. I know there are upon this Grand Jury gentlemen who have frequent recourse to England, and who must be surprised at the existence of such a state of things; and if this was mentioned in the sister island I don't believe it would find credence there. As I have already said, I have mentioned this matter before, and it has produced no effect; but I repeat it now, and will as often as I come to this county, in order to induce the Sheriff to perform his duty in the proper selection of his panel."

SOCIETIES AND INSTITUTIONS.

LAW STUDENTS' DEBATING SOCIETY.

At the Law Institution, on Tuesday last, the following question was discussed:—"Is the recent extension of the jurisdiction of the county courts likely to prove beneficial?"

The debate was opened by Mr. Austin for Mr. Groves, in the affirmative, and on a division after a long discussion the question was carried in that way by a majority of 3. The number of members present was 29.

ARTICLED CLERKS' SOCIETY.

At a meeting of this Society, held in Clement's-Inn Hall, on Wednesday evening, the 6th inst., with Mr. John Charles Barnard in the chair, it was moved by Mr. W. J. Till:—

"That the recent extensions of the jurisdiction of the county courts are calculated to promote justice;" and, after a very animated discussion, the motion was lost by a majority of two.

OBITUARY.

MR. ARTHUR DALRYMPLE.

We have to announce the death of Mr. Arthur Dalrymple, Solicitor, of Norwich, which took place at that city on the 15th February, in his sixtieth year. He was certificated as an attorney in Easter Term, 1830, and had been Clerk of the Peace for Norwich, since 1856; he was also secretary to the Norwich Waterworks Company. He was a brother of Mr. Robert G. Dalrymple, of the firm of Bircham, Dalrymple, & Co., London, and of Mr. Macdonald Dalrymple, now a Liberal candidate for the representation of Bath. He was an ardent lover of science and art, and was a fellow of the Society of Antiquaries.

COURT PAPERS.

COMMON LAW BUSINESS AT THE JUDGES'

CHAMBERS.—MARCH, 1868.

The following regulations for transacting the business at the judges' chambers will be observed till further notice.

Summonses will be made returnable in each chambers at half-past ten o'clock, having regard to the court in which the action may be brought.

Original summonses only to be placed on the file and numbered.

Summonses adjourned by the judge will be heard at a quarter to eleven o'clock precisely, according to their numbers on the adjournment file, and those not on that file will be placed on the general file.

Summonses adjourned by the master will be heard at eleven o'clock precisely, according to their numbers on the adjournment file, and those not on that file will be placed on the general file.

N.B.—No summons will be adjourned by the judge or master unless it appear to his satisfaction that the adjournment is necessary.

Summonses attended by counsel will be heard at half-past twelve o'clock, the name of the cause being placed on the counsel file and heard according to number.

Acknowledgments of deeds will be taken at half-past ten o'clock. Those not ready will be postponed until the following day at the same hour.

Ex parte applications for judges' orders, except those for orders to hold to bail, to remove causes from inferior courts, to sue in *forma pauperis*, and for charging stock, &c., will be disposed of at eleven o'clock by the master. If the applications be not then made they will be postponed until the following morning at the same hour.

Affidavits in support of *ex parte* applications for judges orders (except those for orders to hold to bail) to be left the day before the orders are to be applied for, unless under special circumstances; such affidavits to be properly endorsed with the names of the parties, the nature of the application, and a reference to the statute under which any application is made.

Further time to plead will not be given as a matter of course.

All affidavits read or referred to before judge or masters must be endorsed and bear a shilling stamp for filing and be filed accordingly.

Mr. D. C. Heron, Q.C., and Mr. C. Molloy, have been retained by the American Government to defend "Colonel" Nagle at Sligo, the former gentleman receiving a fee of 200 guineas with his brief.

At the annual meeting of the English and Scottish Law Life Assurance Association, the report stated the new policies for the year to have been 618, yielding in new premiums £16,093, and insuring £422,629; the total invested funds is £640,335.

JOINT-STOCK COMPANIES IN ENGLAND AND ITALY.—A Parliamentary paper just issued gives the text of a declaration signed by Sir Augustus Paget and Count Menabrea on behalf of their respective Governments, whereby it is agreed that Italian and English joint-stock companies may exercise all right and enforce legal proceedings in either country. The declaration is to remain in force until revoked after a year's notice by either party.—*Times*.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, Feb. 28, 1868.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 93½	Annuities, April, '85 13
Ditto for Account, 93½	Do. (Red Sea T.), Aug. 1908
3 per Cent. Reduced, 93½	Ex Bills, £1000, per Ct. 15 p m
New 3 per Cent., 93½	Ditto, £500, Do — p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 84 10r
Do. 5 per Cent., Jan. '72	Ct. (Inst half-year) 249
Annuities, Jan. '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 215	Ind. Enf. Pr., 5 p Ct., Jan. '72
Ditto for Account	Ditto, 5½ per Cent., May, '79
Ditto 5 per Cent., July, '80 112	Ditto Debentures, per Cent.,
Ditto for Account. —	April, '64 —
Ditto 4 per Cent., Oct. '88 102½	Do. Do. 5 per Cent., Aug. '73
Ditto, ditto, Certificates, —	Do. Bonds, 6 per Ct., £1000, 38 p m
Ditto Enhanced Pr., 4 per Cent. 87½	Ditto, ditto, under £1000, — p m

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing Prices
Stock	Bristol and Exeter	100	87
Stock	Caledonian	100	84
Stock	Glasgow and South-Western	100	105
Stock	Great Eastern Ordinary Stock	100	30
Stock	Do., East Anglian Stock, No. 2	100	7½
Stock	Great Northern	100	104 x d
Stock	Do., A Stock*	100	104½ x d
Stock	Great Southern and Western of Ireland	100	28
Stock	Great Western—Original	100	46
Stock	Do., West Midland—Oxford	100	30
Stock	Do., do.—Newport	100	29
Stock	Lancashire and Yorkshire	100	126½ x d
Stock	London, Brighton, and South Coast	100	40½
Stock	London, Chatham, and Dover	100	19
Stock	London and North-Western	100	110½ x d
Stock	London and South-Western	100	57
Stock	Manchester, Sheffield, and Lincoln	100	41½
Stock	Metropolitan	100	110½ x d
Stock	Midland	100	106½ x d
Stock	Do., Birmingham and Derby	100	78
Stock	North British	100	35½
Stock	North London	100	118
Stock	Do., 1866	7½	8½
Stock	North Staffordshire	100	55
Stock	South Devon	100	45
Stock	South-Eastern	100	72½ x d
Stock	Taff Vale	100	148

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Consols have been tolerably steady throughout the week, at a trifling decline from last week's closing prices. To-day, however, a fall on the Paris Bourse occasioned considerable heaviness in all descriptions over here. Up to this point railway investments had been exhibiting an improvement; in foreign securities there had been no general alteration of tone, the variations being local, and the general share market displayed little alteration. The week, however, has closed heavily in all the markets, in consequence of the depressing influence of the fall at Paris. This state of things is probably, however, but temporary.

The demand for advances is considerably more lively than it had been of late, and at 1½ per cent. there is a very fair demand.

It is understood that Mr. Vernon Harcourt, Q.C., has consented to act as arbitrator in the referred case of the *Countess D'Altegrace v. Lord Willoughby De Eresby*.

CHANCERY FUNDS.—The accounts for the year ending in October, 1867, show that the salaries of officers and expenses of the courts paid out of the Suitsors' Fund in the year amounted to £51,494, and, keeping a balance in hand of £16,813, there remained £103,512 surplus interest of the fund to be carried over to the Suitsors' Fee Fund account. In the course of the year £483,270 stock, part of the surplus interest fund, was sold to raise £438,000, pursuant to the Act for building new courts of justice, and at the close of the year the stock had thus been reduced to £3,736,719. The year's receipts of the Suitsors' Fee Fund (including the above £103,512) amounted to £235,008, and the payments for salaries and expenses being £157,725, left a balance in hand of £77,283, which, by the balance from the previous year was raised to £162,944.—*Times*.

WILLS AND SUCCESSIONS.—We take the following from the *Times*:—A Parliamentary return shows that in the financial year 1867-8 duty was paid in the United Kingdom on 42,173 probates of wills, letters of administration, and testamentary inventories. The number of deaths in the year may be taken as approaching

700,000, but more than half would probably be deaths of minors. It would appear, then, that about one in eight of the adults dying must have left personal property worth at least £100—the point at which the duty commences; and as the tax produced £1,735,868, the duty would average more than £41 for each case. But this is the "gross sum produced," and must probably be understood as paid on an estimate of the property before deducting for debts. A stricter test is supplied by the legacy duty paid. Legacy and succession duty was paid in the year on property amounting to £106,277,124, legacy duty on £74,383,693, and succession duty on £31,893,431. Legacy duty is not paid on property bequeathed by husband to wife, or the converse; but still the amount of property paying legacy duty in the year exceeded an average on £100 for every death, reckoning the deaths of men, women, and children.

REPAIR OF PARISH CHURCHES.—A contemporary has the following:—Mr. Coleridge, Q.C., M.P., having had a case submitted to him by the town council of Bodmin, has given an opinion that the repair of Bodmin Church is not an object to which the surplus funds of the borough can be applied within the meaning of the words of the Act, "for the public benefit of the inhabitants and the improvement of the borough." Mr. Coleridge adds:—"No doubt the repair of a parish church may be, in one sense, very much for both; but not, I think, in the sense of the Act, which is concerned with secular and not spiritual objects. I think no court would be inclined to hold that municipal corporations were intended by 5 & 6 Will. 4, c. 76, to have the power of applying their surplus funds to such an object; apart from the fact, that to do what is suggested would be taking the funds of a borough to do what of common right is the duty of a parish. I am not prepared to say, as a proposition of law, however, that a corporation may not be liable (contrary as such a liability would be to the ordinary law and custom of the realm) by charter, by prescription, or, possibly, in virtue of some endowment, to repair a parish church."

STEAMING A JUDGE.—During the hearing of the case *Thompson v. Hewison*, in the Nisi Prius Court in the Moot Hall, at the Newcastle Assizes on Monday, Mr. Justice Mellor complained that his seat was so far from the desk that he was obliged to strain himself in order to take notes, and that the steam rising from the floor beneath his feet was most inconveniently and embarrassingly hot. He was perspiring in a most singular manner and felt as if in a hot house. An experiment with a thermometer showed that in the place where his lordship was sitting the temperature was 75 degrees, and his lordship observed that last year in the same place the thermometer marked 95 degrees. As it was found impossible to lower the temperature, the proceedings were adjourned to the county court.—*Standard*.

ESTATE EXCHANGE REPORT.

AT THE MART.

Feb. 20.—By Mr. NEWBON.
Leasehold house, No. 34, Citizen-road, Hornsey-road; let at £30 per annum; term, 80 years from 1862, at £5 per annum.—Sold for £280.
Leasehold house, No. 4, Bythorn-street, Shepherd's-lane, Brixton; let at £30 per annum; term, 98½ years from 1866, at £5 per annum.—Sold for £360.
Leasehold 2 houses, Nos. 1 and 5, Glendall-street, Shepherd's-lane, producing £60 per annum; term similar to above, at £10 per annum.—Sold for £520.

AT THE LONDON TAVERN.

Feb. 19.—By Messrs. VIGERS.
Freehold house, No. 12, Olney-street, Walworth-road; let at £15 12s. per annum.—Sold for £300.
Freehold plot of land fronting Sutherland-square South, Walworth-road, and a lease for 1,000 years of 4 railway arches.—Sold for £1,520.
Freehold plot of land fronting Sutherland-street, Walworth-road, and a lease for 1,000 years of a railway arch.—Sold for £320.
Freehold plot of land, situate as above, and a lease for 1,000 years of a railway arch.—Sold for £340.
Freehold house, No. 2, Carter-street, Walworth-road.—Sold for £510.
Freehold, 4 houses and lands fronting Gravel-lane and Paradise-row, Southwark.—Sold for £810.
Freehold house, No. 12, Brixton-place, Manor-rise, Brixton.—Sold for £620.
Freehold house in Shepherd's-lane, Brixton.—Sold for £330.
Freehold house, lands, and buildings fronting Sursery-road, Park-grove, Brixton.—Sold for £960.
Freehold plot of land and buildings in Stewart's-lane, Battersea-fields.—Sold for £1,560.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BELL.—On Feb. 22, at Fairfield, Durham Down, Bristol, the wife of John D. Bell, Esq., Barrister-at-Law, of a son.
GIDLEY.—On Feb. 23, at Exeter, the wife of Bartholomew Charles Gidley, Esq., Solicitor, of a daughter.
MACRORY.—On Feb. 24, at 40, Leinster-square, W., the wife of Edmund Macrory, Esq., Barrister-at-Law, of a daughter.
POWELL.—On Feb. 21, at Wynegrove, Pembrokeshire, the wife of T. R. Oliver Powell, Esq., Barrister-at-Law, of a daughter.
PRANCE.—On Feb. 23, at 64, Oxford-terrace, Hyde-park, the wife of Miles Henry France, Esq., Barrister-at-Law, of a son.
WHITTINGTON.—On Feb. 26, at 19, Spital-square, the wife of Thomas

Whittington, Esq., Solicitor, of 2, Dean-street, Finsbury-square, of a daughter.

MARRIAGES.

ANSELL-WATT—On Feb. 18, at 9, Warriston-crescent, Edinburgh, John Ansell, Esq., Solicitor, St. Helen's, Lancashire, to Annie Trail, daughter of the late Robert Watt, Esq., Glasgow.

HUSTWICK-CAMIDGE—On Feb. 25, at the parish church of St. Michael le Belfrey, York, Thomas Hustwick, Esq., Solicitor, Soham, Cambridgeshire, to Elizabeth Margaret, daughter of the late Dr. Camidge.

KEENE-ABBOTT—On Feb. 8, at St. Peter's Port, Guernsey, H. G. Keene, Esq., Judge of Jounpore, East Indies, to Emilie, daughter of Colonel H. Abbott, Commanding 28th P.N.I.

ROOKE-NETTLEFOLD—On Feb. 25, at St. Michael's, Highgate, Peter H. Rooke, Esq., Barrister-at-Law, of the Middle Temple, to Anne, daughter of the late John Sutton Nettlefold, Esq., of The Grove, Highgate.

STOCKENSTROM-HARTZENBERG—On Dec. 24, at Newlands, near Graf Reinet, Cape of Good Hope, Andries Stockenström, Esq., B.A., Barrister-at-Law, of the Middle Temple, to Maria Henrietta, daughter of Andries J. Hartzenberg, Esq., M.L.A.

DEATHS.

BOWLES—On Jan. 18, at Cape of Good Hope, Thomas Henry Bowles, Esq., Barrister-at-Law, and Registrar of the Supreme Court in that colony.

BRAMAH—On Feb. 19, at Market Bosworth, Leicestershire, Edward Bird Bramah, Esq., Solicitor, aged 46.

FILLITER—On Feb. 19, at his residence, East-street, Wareham, Dorsetshire, Clavell Filliter, Esq., Solicitor, aged 53.

HANNAY—On Feb. 21, at Richmond, Surrey, Robert Hannay, Esq., Advocate, B.A., Oxon, and formerly of Blairlinnie, Kirkcudbrightshire, N.B., aged 80.

MARTIN—On Feb. 18, at Barnes, Surrey, Mr. William John Martin, having been for a period of 42 years a confidential clerk in the office of Messrs. Boys & Twedies, of 5, Lincoln's-inn-fields, and their predecessors, aged 64.

O'CONNELL—On Feb. 24, at 71, Lower Gardener-street, Dublin, Maria, wife of Thomas Francis O'Connell, Esq., Solicitor, aged 26.

RICHARDS—On Feb. 20, Henry Richards, Solicitor, Croydon, aged 63.

SELYWYN—On Feb. 23, at 37, Eaton-square, Hester, wife of Lord Justice Selwyn, of Richmond, Surrey.

TURNER—On Feb. 23, at Exeter, Philip Henry, Son of the late Lord Justice Turner, aged 36.

TYNDALE—On Feb. 23, at Bruges, Belgium, John Nash Tyndale, Barrister-at-Law, of the Middle Temple, Esq., aged 53.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, Feb. 21, 1868.

LIMITED IN CHANCERY.

Pomfret Cake Company (Limited).—The Master of the Rolls has, by an order dated Dec 14, appointed John Wells, Boothferry House, Howden, York, to be official liquidator.

Prince of Wales Slate Company (Limited).—Vice-Chancellor Wood has, by an order dated Feb 18, ordered that the voluntary winding up of the above company be continued. Lewis & Co, Old Jewry, solicitors for the petitioners.

Princess of Wales Slate Company (Limited).—Petition for winding up, presented Feb 18, directed to be heard before the Master of the Rolls on Feb 29. Lewis & Co, Old Jewry, Solicitors for the petitioners.

UNLIMITED IN CHANCERY.

Free Trade Benefit Building Society.—A dividend will shortly be payable to the persons who are respectively shareholders and creditors in this matter, and entitled to participate in the funds and assets of the said society. And all persons claiming to be such shareholders, and to participate in the funds and assets of the said society, and who have not already sent in and proved their claims, are to come in and prove the amounts claimed by them respectively, by producing their respective share-books with the society to Mr. Frederick Maynard, the official liquidator, 19, Broad-st, Cheapside, on or before Wednesday, March 11. And in case such claims shall not be admitted by the said official liquidator, then by producing the same at the chambers of V.C. Malins, 3, Stone-bldgs, Lincoln's-inn, on Monday, March 16, at 2, the time fixed by the said judge to further proceed on such claims. All claims which shall not be brought in and admitted, or proved in any manner aforesaid, will be peremptorily and finally disallowed, and the names of such persons struck out of the said list of shareholders, and such persons thereafter will not be entitled to participate in the funds and assets of the said society.

TUESDAY, Feb. 25, 1868.

LIMITED IN CHANCERY.

General Provincial Life Assurance Company (Limited).—Petition for winding up, presented Feb 23, directed to be heard before Vice-Chancellor Malins on March 6. Taylor & Co, St James-st, Bedford-row, solicitors for the petitioner.

General Provident Assurance Company (Limited).—Petition for winding up, presented Feb 25, directed to be heard before Vice-Chancellor Malins, on March 6. Raw & Gurney, Furnival's-inn, solicitors for the petitioner.

Hollybush Colliery and Coke Works Company (Limited).—Petition for winding up, presented Feb 20, directed to be heard before the Master of the Rolls, on March 7. Southgate, King's Bench-walk, Temple, solicitor for the petitioners.

Imperial Austrian Gas Company (Limited).—Vice-Chancellor Malins has, by an order dated Feb 14, ordered that the voluntary winding up of the above company be continued. Lake & Co, New-sq, solicitors for the petitioners.

UNLIMITED IN CHANCERY.

London Freight and Outfit Insurance Association.—Petition for wind-

ing up, presented Jan 7, directed to be heard before Vice-Chancellor Wood, on March 7. Lowless & Co, Gracechurch-st, solicitors for the petitioner.

COUNTY PALATINE OF LANCASTER.

Tottington Manufacturing Company (Limited).—The Vice-Chancellor has, by an order dated Dec 24, appointed George Morley, 5, Princess-st, Manx, and Samuel Taylor, Garden-st, Wilby-grove, Manx, to be official liquidators. Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to George Morley or Samuel Taylor. Thursday, April 2, at 11, at the Registrar's office, is appointed for hearing and adjudicating upon the debts and claims.

Friendly Societies Dissolved.

FRIDAY, Feb. 21, 1868.

Becoles Provident Friendly Society, Assembly Rooms, Beccles, Suffolk. Feb 19.

TUESDAY, Feb. 25, 1868.

Stoke Prior Sick Friendly Society, Stokes Works Schoolroom, Stoke Works, Worcester. Feb 20.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Feb. 21, 1868.

Byass, Rev Richd Burgh, Kew-with-Petersham, Vicar. March 4. Byass & Ashford, V.C. Stuart.

Dove, Wm, Scarborough, York, Stonemason. March 11. Dove & Dove, M. R.

Edgell, Jane Helen Eliza, Bishopstoke, Hants, Spinster. March 17. Edgell & Hanson, V.C. Malins.

Girling, Fras, Spexhall, Suffolk, Gent. April 13. Girling & Girling, V.C. Stuart.

Hansher, Wm Edmund, Caledonian-rd, Grocer. March 17. Elmes & Jull, V.C. Malins.

Hardy, Richd Bignell, Blackfriars-rd, Gent. March 13. Johnston & Hardy, M. R.

Hawkes, John, Kennington-green, Gent. March 6. Hawkes & Hooper, M. R.

Hawley, Saml, Riverhead, Kent, Railway Contractor. April 3. Hawley & Gibbs, V.C. Stuart.

Opera Company (Limited). March 16. Wright & the Opera Company (Limited), M. R.

Pitchers, Major Wm, St Leonard's, Mortlake. June 30. Pitchers & Pitchers, M. R.

Pratt, John Slater, Stokesley, York, Gent. March 13. Pratt & Pratt, V.C. Stuart.

Pugh, Sarah, Tumbidge Wells, Kent, Widow. March 31. Pownall & Bockett, V.C. Stuart.

TUESDAY, Feb. 25, 1868.

Baker, Edwd. April 9. Pownall & Bockett, V.C. Stuart.

Cooper, Jane, Mount-st, Walworth-rd, Widow. March 8. Woodgate & Cooper, M. R.

Eales, Fras Hy, Wimbledon, Draper. March 26. Eales & Taylor, V.C. Malins.

Reuss, Ernest, Manx, Merchant. March 24. Reuss & Reuss, County Palatine of Lancaster.

Ricketts, Chas Milner, Abbey-rd, St John's-wood, Esq. March 20. Ricketts, & Harling, V.C. Malins.

Shepherd, Jas, Northallerton, York, Gent. March 14. Shepherd & Shepherd, M. R.

Thomson, Richd, London Institution, Finsbury Circus, Librarian. March 18. Thomson & Edmonds, M. R.

Warwick, Benj, Addison-terrace, Notting-hill, Gent. March 18. Warwick & Warwick, V.C. Malins.

White, John, Hilton, Huntingdon, Baker. March 28. Bowyer & White, V.C. Wood.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Feb. 21, 1868.

Balls, Rebecca Jane, Bristol, Widow. March 13. Fox, Bristol.

Batchelor, Benj, Chesham, Buckingham, Hay Dealer. May 1. Francis & How, Chesham.

Berry, Edwd, Waterloo, Hants, Gent. March 31. Soames, Petersfield.

Chalvin, Wm, Chickester, Gent. March 23. Titchener, Chickester.

Connell, Peter, Bristol, Poultry Dealer. April 30. Ward, Mills & Witham, Gray's-inn-sq.

Cox, John, Marston Ferry, Oxford, Fisherman. March 23. Mallam, Oxford.

Danby, Thos, Stamford Bridge, York, Common Brewer. March 14. Leeman & Co.

Edwards, Thos, Spike-House, Hammersmith, Gent. April 1. Whites & Co, Barge-yard-chambers, Bucklersbury.

Franks, Rev Geo Hy, Mistorion Rectory, Leicester, Rector. April 17. Carlisle & Ordell, New-sq, Lincoln's-inn.

Hall, Thos, Buckland-house, Dorset. April 1. Weston & Sons, St James-st, Bedford-row.

Harvey, John, Rogate, Sussex, Greer. March 31. Soames, Petersfield.

Harrison, Ellis, Landing, Lancaster, Widow. April 20. Harrison & Son, Kendell.

Hellings, Rev Nicholas, Exeter, Dissenting Minister. April 20. Rogers & Ford, Chancery-lane.

Holt, Thos, Shaw Hall, Worcester, Farmer. March 23. Trow, Cleobury, Mortimer.

Lindley, Wm, Pilaley, Derby, Cettager. April 30. Woodcock, Mansfield.

Mence, John, Claines, Worcester, Yeoman. April 4. Knott, Worcester.

Mickle, Rev John, South Leverton, Nottingham, Clerk. April 8. Mee & Co, East Retford.

Oliver, Martha, Tynllwyn, Radnor, Widow. March 30. Price, Brecon.

Robinson, John, Elterwater Hall, Westmoreland, Gent. April 20.
Harrison & Son, Kendal
Seward, Saml, Petersfield, Hants, Gent. March 31. Soames, Petersfield.
Spier, Jas, Pembroke villas, Stamford-rd, Kingsland, Gent. April 17. Whittington & Son, Dean-st, Finsbury-sq.
Stanfield, Geo, Studley House, near Todmorden, Gent. March 8. Holmes, Burnley.
Staff, Fanny, Milton-next-Gravensend, Kent, Widow. March 31. Sharland, Gravensend.
Steward, John, Church, Lancaster, Manager. March 7. Holmes, Burnley.
Tanner, John, West Stowell, Wilts, Gent. March 20. Norris, Devizes.
Todd, John, Brackenford, Westmoreland, Farmer. April 20. Harrison & Son, Kendal.
Vining, John, Weston-super-Mare, Somerset, Gent. April 1. Hare & Wadham, Bristol.
Wall, Peter John, Strand, Wood Engraver. March 21. Linklaters & Co, Walbrook.
Watkin, Wm, Tyddymawr, Carnarvon, Master Mariner. March 14. Jones & Jones, Portmadoc.

TUESDAY, Feb. 26, 1868.

Asbury, Lucy, Newcastle-under-Lyme, Stafford, Spinster. March 6. Slaney, Newcastle-under-Lyme.
Barrett, Richd, Caledonian-rd, Fruiterer. April 1. Dyne & Harvey, Lincoln's-inn-fields.
Beckett, Joseph, Bury St Edmunds. March 25. Green, Bury St. Edmunds.
Burland, Thos, Southport, Lancaster, Gent. April 18. Ackerley & Son, Wigan.
Evans, Rev Francis, Cheltenham, Hertford, Clerk. April 1. Humphrys & Son, Hertford.
Holt, Hy, Jeremiah-st, Poplar, Victualler. March 25. Giraud, Furnival's-inn.
James, Valentine Ridler, Guildford-st, Hotel Keeper. May 1. Routh & Stacey, Southampton-st, Bloomsbury.
Knap, Mathew, Little Linford House, Bucks, Esq. April 1. Western & Son, Gt James-st, Bedford-row.
Looms, Edward, Hartsill, Warwick, Grocer. March 27. Browett, Coventry.
Meehan, Wm, Shoreham, Sussex, Shipowner. March 31. Cooper & Co, Brighton.
Turner, Mary Eliz, Hopton, York, Spinster. May 30. Chadwick & Son, Dewsbury.
Vaughan, Harriett Eliza, Chester, Widow. April 22. Finchette & Co, Chester.
Wallbank, Catherine, Birm, Widow. April 13. Best & Horton.
Wyard, John, Offton, Suffolk, Farmer. April 22. Crimsey, Ipswich.

Deaths registered pursuant to Sanitary Act, 1861.

FRIDAY, Feb 21, 1868.

Abblitt, Chas John, Great Yarmouth, Norfolk, Licensed Victualler. Feb 14. Comp. Reg Feb 21.
Affleck, Jas, Middlesbrough, York, Auctioneer. Feb 11. Comp. Reg Feb 19.
Aguilar, Abraham Emanuel, Gloucester-ter, Hyde-pk, Professor of Music. Feb 20. Comp. Reg Feb 20.
Allard, Alfred Geo, Caledonian-rd, King's-cross, Tobaccoconist. Feb 13. Comp. Reg Feb 20.
Allen, Fredk, Hereford, Chemist. Feb 3. Comp. Reg Feb 17.
Atkin, Alex, Newcastle-upon-Tyne, Boot Maker. Feb 1. Asst. Reg Feb 21.
Banks, Chas Waters, Crane-st, Fleet-st, Publisher. Feb 4. Asst. Reg Feb 21.
Barboza, Eduardo Pinto, Newcastle-upon-Tyne, Merchant. Jan 25. Asst. Reg Feb 20.
Beard, Hy, Earley, Berks, Comm Agent. Feb 4. Comp. Reg Feb 19.
Best, Lucy, & Alfred John Hobson, Birm, Tube Manufacturers. Jan 28. Asst. Reg Feb 20.
Blackburn, Robt Thos, Newcastle-upon-Tyne, Japanner. Feb 3. Asst. Reg Feb 20.
Blakey, Jas, Jarrow-upon-Tyne, Durham, Painter. Feb 13. Comp. Reg Feb 20.
Boyman, Geo, Chatham, Kent, Grocer. Feb 18. Comp. Reg Feb 20.
Bryan, John, Chatham, Kent, Beer Retailer. Feb 10. Comp. Reg Feb 20.
Bryant, Thos, Kentish-town-rd, Grocer. Feb 4. Comp. Reg Feb 19.
Champion, John, Petham, Kent, Bootmaker. Feb 17. Asst. Reg Feb 20.
Chapman, Edw Wm, Tooley-st, Lighterman. Feb 10. Comp. Reg Feb 21.
Cook, Geo Jas, Newgate-market, Meat Salesman. Feb 20. Comp. Reg Feb 21.
Cook, Wm, Heathery Beyer, Northumberland, Farmer. Jan 30. Asst. Reg Feb 21.
Copley, Thos, Walley, York, German Silver Polisher. Jan 23. Comp. Reg Feb 19.
Cox, Fredk, High Holborn, Jeweller. Feb 14. Comp. Reg Feb 18.
Culyer, John, Norwich, Currier. Feb 4. Asst. Reg Feb 21.
Cousans, Hy Soper, Portsea, Southampton, Grocer. Feb 19. Asst. Reg Feb 21.
Dawes, Richd, Belgrave-rd, Abbey-rd, Surgeon. Feb 15. Comp. Reg Feb 21.
Dawson, Saml, Manch, Provision Dealer. Jan 28. Comp. Reg Feb 21.
Dyer, Wm, Sidney-ter, Usher-rd, Old Ford, Omnibus Conductor. Feb 3. Comp. Reg Feb 8.
Eastwood, Wm, Lpool, Provision Dealer. Jan 25. Asst. Reg Feb 21.
Elstob, John Arthur, & Wm Hy Elliot, Church-st, Camberwell, Auctioneers. Feb 12. Comp. Reg Feb 20.
Evans, Wm, Stratford, Essex, Letter Press Printer. Feb 4. Comp. Reg Feb 18.
Eveson, Thos, Stamber Mill, Worcester, Spade Manufacturer. Feb 6. Asst. Reg Feb 18.
Fairer, Joseph, St George-st East, Watch & Clock Maker. Feb 14. Comp. Reg Feb 18.
Fogg, John, Scarborough, Greengrocer. Feb 11. Comp. Reg Feb 29.

Franklin, Chas, jun, Bickenhall, Somerset, Farmer. Jan 22. Asst. Reg Feb 19.
Gardner, Eliz, Finsbury-pl, Berlin Wool Repository Keeper. Jan 17. Comp. Reg Feb 14.
Hansell, Geo, Newcastle-upon-Tyne, Oil Refiner. Jan 24. Asst. Reg Feb 18.
Hastings, Geo, Plumstead, Kent, Linen Draper. Jan 27. Asst. Reg Feb 20.
Henderson, Wm, Lemon-tree-yard, Haymarket, Job Master. Feb 14. Comp. Reg Feb 19.
Hill, Geo Nowise, Helena-pl, Clerkenwell, Watch & Clock Maker. Feb 18. Asst. Reg Feb 19.
Hisswell, Jonas Luke, Huddersfield, York, Innkeeper. Jan 23. Comp. Reg Feb 20.
Holland, Gamaliel, Heaton Norris, Lancaster, Draper. Feb 4. Comp. Reg Feb 20.
James, John Thos, Chatham, Kent, Music Hall Proprietor. Feb 19. Comp. Reg Feb 21.
Key, Jas, Hanley, Stafford, Grocer. Jan 24. Comp. Reg Feb 20.
Knight, John Adams, & Chas Bastand, Hanway-st, Oxford-st, Sewing Machine Manufacturer. Feb 21. Comp. Reg Feb 21.
Lee, Benj, Lpool, Boot & Shoemaker. Feb 13. Comp. Reg Feb 20.
Lano, Geo, Cheverell's Green, Flamstead, Hertford, Baker. Feb 6. Comp. Reg Feb 20.
Lewis, Chas Vallancey, Gt James st, Bedford-row. Feb 13. Comp. Reg Feb 20.
Lintine, Morris, Birm, Shoe Manufacturer. Jan 22. Asst. Reg Feb 18.
Lloyd, Thos, Birm, Bras Founders. Jan 24. Comp. Reg Feb 20.
Marest, Alfd, (trading as Alfd Marest Hawkins), Wansey-st, Waltham, Comm Agent. Feb 21. Comp. Reg Feb 21.
Marietti, Peter, & Ernest Prato, Gt Winchester-st, Merchants. Feb 17. Insp. Reg Feb 21.
McCombe, Robt Hy, Lpool, Baker. Feb 8. Comp. Reg Feb 19.
McDonald, John, Kingston, Surrey, Credit Draper. Feb 10. Comp. Reg Feb 21.
Melling, Richd Greenhalgh, Radcliffe, Lancaster, Brassfounder. Feb 3. Asst. Reg Feb 20.
Onkshott, Benj Thos, Kingston, Hants, Brewer. Feb 18. Asst. Reg Feb 21.
Osborne, Geo, Goudhurst, Kent, Saddler. Jan 24. Comp. Reg Feb 19.
Park, Christopher, Carlisle, Draper. Jan 23. Comp. Reg Feb 19.
Part, Thos, Long-lane, Bernondsey, Grocer. Feb 6. Comp. Reg Feb 18.
Pearse, John Gardner, High-st, Hampstead, Baker. Feb 12. Comp. Reg Feb 20.
Pearse, Jas West, St James'-rd, Holloway, Commercial Traveller. Feb 19. Comp. Reg Feb 20.
Price, John, Newport, Monmouth, Plumber. Feb 18. Comp. Reg Feb 20.
Prichard, Wm, Portmadoc, Carnarvon, Joiner. Jan 24. Asst. Reg Feb 19.
Preston, Benj, Batley Carr, York, Machine Maker. Feb 18. Comp. Reg Feb 20.
Pugh, Edwd, Oswestry, Salop, Auctioneer. Feb 8. Asst. Reg Feb 20.
Read, John, Gt James-st, Auctioneer. Feb 18. Comp. Reg Feb 19.
Biley, Edwin, Leamington Priors, Warwick, Shoemaker. Jan 23. Asst. Reg Feb 20.
Roberts, John, Burnley Lancaster, Haberdasher, Jan 30. Comp. Reg Feb 19.
Robson, Daniel, Saltwell nr Gateshead, Durham, House Dealer. Jan 27. Asst. Reg Feb 20.
Sampson, John White, Robinson-terrace, Lower-rd Depford, Baker. Feb 18. Comp. Reg Feb 21.
Saunders, Saml, Hill-house, Gordon-rd, Peckham, Parliamentary Agent. Jan 23. Comp. Reg Feb 19.
Shields, Saml, & John Leopold, Brunstrom, Kingston-upon-Hull, Merchants. Feb 19. Comp. Reg Feb 21.
Shirley, Fredk Stacey, Back-rd, St George's-in-the-East, Gasfitter. Jan 21. Comp. Reg Feb 21.
Siely, John, Lancaster-pl, Richmond, Lodging-house Keeper. Feb 19. Comp. Reg Feb 21.
Simpson, Christopher, Hackney-rd, Brush Maker. Jan 30. Asst. Reg Feb 19.
Smith, Sydney, Station-rd, Penge, Boot Manufacturer. Feb 17. Comp. Reg Feb 20.
Smith, John Benj, Gt Tower-st, Wine Merchant. Jan 20. Comp. Reg Feb 17.
Spence, Fredk John, Alex Neville Spence, High-st, Shadwell, Corn & Seed Merchants. Feb 5. Comp. Reg Feb 20.
Spicer, Gregory, Longton, Stafford. Feb 7. Asst. Reg Feb 19.
Sutton, Thos, Manch, Bookseller. Feb 15. Comp. Reg Feb 21.
Tailor, John Smart, Pigott-st, Stainsby-rd, Poplar. Feb 17. Comp. Reg Feb 18.
Vidler, Chas, Carlton-rd, Painter. Feb 11. Comp. Reg Feb 21.
White, Jas, Shepherdess-walk, Boot Dealer. Jan 28. Comp. Reg Feb 20.
Whitley, Wm Mordaunt, Lime-st-chambers, Ship & Insurance Broker. Feb 5. Comp. Reg Feb 21.
Wright, Joseph, Osenden-st, Haymarket, Chemist. Comp. Feb 13. Reg Feb 18.
Yeomans, Alfred, Falcon-chambers, Falcon-sq, Trimming Manufacturer. Feb 5. Comp. Reg Feb 20.

TUESDAY, Feb. 25, 1868.

Ahll, Geo Wm, Bollow, Gloucester, Tile Manufacturer. Feb 18. Comp. Reg Feb 24.
Allen, Luke Booker, Dudley, Worcester, Auctioneer. Jan 28. Comp. Reg Feb 21.
Awde, Anthony, Bishop Ackland, Durham, Timber Merchant. Feb 22. Asst. Reg Feb 25.
Baillie, Hugh Smith, Princes-garden, Hyde-park, Esq. Feb 12. Comp. Reg Feb 25.
Barker, Robt, Annet-rd, Holloway, Government Clerk. Feb 24. Comp. Reg Feb 25.
Berling, Geo Vallancey, Furnival's Inn, Holborn, Fruiterer. Jan 31. Comp. Reg Feb 25.

Barlow, Thos, Heywood, Lancaster, Cotton Spinner. Feb 4. Asst. Reg Feb 24.
 Bennett, Hy, Strood, Kent, Butcher. Feb 21. Comp. Reg Feb 24.
 Birdseye, Chas Amos, & Wm Hy Humphries, Manch, Tea Dealers. Feb 19. Comp. Reg Feb 24.
 Blackburn, Arthur Wellesley, Leeds, Solicitor. Feb 20. Comp. Reg Feb 25.
 Blay, Chas, Owen's-row, Clerkenwell, Gold Chain Maker. Feb 24. Comp. Reg Feb 25.
 Bleakley, Alfred, Bury, Lancaster, Waste Dealer. Feb 17. Comp. Reg Feb 25.
 Brown, Wm, Foskett-ter, Shackwell-lane, Dalston, Builder. Feb 21. Asst. Reg Feb 25.
 Bafton, Chas, Ocle Pitchard, Hereford, Builder. Feb 13. Asst. Reg Feb 21.
 Russell, John, Bath, Somerset, Painter. Feb 6. Asst. Reg Feb 24.
 Chapman, Jas John, Grosevnor-pl, Dealer in Petroleum. Feb 21. Asst. Reg Feb 21.
 Cookson, John, Hosketh Bank, Lancaster, Wheelwright. Feb 8. Comp. Reg Feb 24.
 Court, Mary Anne, Monmouth, Wine Merchant. Jan 27. Comp. Reg Feb 24.
 Crowther, Wm, Golear, York, Fancy Woollen Manufacturer. Feb 1. Comp. Reg Feb 24.
 Cartier, John Ashmore, Birm, Solicitor. Feb 13. Asst. Reg Feb 21.
 Dewery, Wm, Landport, Hants, Grocer. Feb 6. Asst. Reg Feb 25.
 Digby, Thos Shorland, Ottery St Mary, Devon, Tailor. Jan 27. Asst. Reg Feb 25.
 Doby, John Markille, & Fras Borton, Manch, Drysalers. Feb 21. Comp. Reg Feb 24.
 Donnelly, Patrick, Birm, Hatter. Jan 30. Comp. Reg Feb 24.
 Eaton, Wm Champion, London-wall, Gun Maker. Jan 29. Asst. Reg Feb 25.
 Fairhurst, Joseph, South Shields, Durham, Builder. Feb 17. Asst. Reg Feb 24.
 Foster, Wm, Cardiff, Glamorgan, Draper. Jan 24. Asst. Reg Feb 21.
 Gottang, Jean Baptiste, Kentish-town-rd, Confectioner. Jan 25. Comp. Reg Feb 22.
 Green, Mary Ann, Oley, York. Feb 17. Comp. Reg Feb 25.
 Green, Joseph Garner, Branksea-villas, Norwood, Esq. Feb 5. Comp. Reg Feb 8.
 Hall, Joseph, jun, Darlington, Durham, Druggist. Jan 28. Asst. Reg Feb 24.
 Harrison, John Hy, New Basinghall-st, Merchant. Jan 27. Comp. Reg Feb 24.
 Harrison, Wm, & Geo Graham, Whitby, York, Builders. Jan 27. Asst. Reg Feb 21.
 Hartley, Joseph, Horton, York, Printer. Jan 29. Comp. Reg Feb 24.
 Haynes, Joseph John, Old-st-rd, Stationer. Feb 22. Comp. Reg Feb 24.
 Hickmott, Alfred Edwin, Seal, Kent, Draper. Jan 28. Asst. Reg Feb 25.
 Hickson, Abraham, Little Cawthorpe, Lincoln, Carpenter. Jan 29. Asst. Reg Feb 24.
 Hirst, John, & Wm Heaton, Milnsbridge, York, Mechanics. Feb 1. Asst. Reg Feb 20.
 Hughes, Hy, Eagle Wharf-rd, Shepherdess-walk, City-rd, Milliner. Feb 13. Comp. Reg Feb 24.
 Irlam, Joseph, Manch, Grocer. Feb 7. Asst. Reg Feb 20.
 Jackson, Thos, John Jackson, & Wm Jackson, Ulverston, Lancaster, Brewers. Feb 3. Asst. Reg Feb 24.
 Jacobi, Simpson, Chelton-st, Rotherhithe, Shipping Agent. Feb 20. Comp. Reg Feb 21.
 Jago, Chas, Boyle, Lpool, Silk Mercer. Feb 12. Comp. Reg Feb 21.
 Jenkins, Fred, Bath, Lyncombe, Brewer. Jan 31. Comp. Reg Feb 24.
 Johns, John, Bridgend, Glamorgan, Painter. Feb 4. Asst. Reg Feb 25.
 Johnson, Saml, Southwick, Durham, Grocer. Feb 19. Comp. Reg Feb 24.
 Jones, Morgan, Tredegar, Monmouth, Grocer. Jan 31. Asst. Reg Feb 24.
 King, Joseph, Oxford, Flock Master. Feb 13. Deed. Reg Feb 24.
 Kirby, Geo, Norland-rd, Notting-hill, Grocer. Feb 20. Comp. Reg Feb 24.
 Kison, John, Congleton, Chester, Boerseller. Feb 13. Asst. Reg Feb 24.
 Lamb, John, Leeds, Currier. Feb 22. Comp. Reg Feb 25.
 Lawton, Peter, Alderly Edge, Chester, Innkeeper. Feb 18. Comp. Reg Feb 25.
 Lingard, Hy John, New-rd, Whitechapel-rd, Auctioneer. Jan 22. Comp. Reg Feb 21.
 Lonnen, Thos Brinton, Bristol, Provision Dealer. Feb 12. Asst. Reg Feb 25.
 Ludford, Wm Hy, Birm, Brush Manufacturer. Feb 1. Asst. Reg Feb 25.
 Lupton, Wm Mansell, Hoddesdon, Hertford, Schoolmaster. Jan 28. Comp. Reg Feb 24.
 May, John, Hampstead-rd, Clothier. Jan 28. Asst. Reg Feb 24.
 Mohs, Geo Wm, Claude-rd, Peckham-rye, Insurance Agent. Feb 17. Comp. Reg Feb 21.
 Muncy, Edmund, Newington Butts, Jeweller. Feb 13. Comp. Reg Feb 24.
 Nettleship, Thos, Market Rasen, Lincoln, Ironmonger. Jan 29. Asst. Reg Feb 24.
 Nuttall, Jas, Barnoldswick, York, Grocer. Feb 10. Inspectorship. Reg Feb 22.
 Owen, John, Cardiff, Glamorgan, Ship Broker. Feb 20. Inspectorship. Reg Feb 24.
 Perry, Hy, Wolverhampton, Stafford, Carpenter. Feb 20. Comp. Reg Feb 24.
 Phillips, Wm, Bromley-rd, Notting-hill, Builder. Jan 20. Comp. Reg Feb 20.
 Piper, Edwin, Teignmouth, Devon, Tailor. Jan 29. Asst. Reg Feb 24.
 Rendon, John, Lpool, Provision Dealer. Feb 10. Comp. Reg Feb 21.

Roberts, Christopher, Watling-st, Merchant. Feb 4. Asst. Reg Feb 25.
 Savidge, Edwd, Chatham, Kent, Draper. Jan 29. Comp. Reg Feb 22.
 Seandamore, Lewis Wallace, Leeds, Schoolmaster. Feb 21. Comp. Reg Feb 24.
 Shaw, Wm, & Saml Shaw, Lower Markle, Chester, Leather Dealers. Jan 31. Comp. Reg Feb 25.
 Shirley, Thos, Bristol, Grocer. Feb 19. Comp. Reg Feb 25.
 Simpson, John, Hartlepool, Durham, Plumber. Feb 4. Asst. Reg Feb 24.
 Simpson, Mary, Nottingham, Milliner. Feb 19. Comp. Reg Feb 24.
 Skinner, Rich Russell, Strand, Tobacconist. Feb 25. Comp. Reg Feb 25.
 Slater, John Thos, Thornhill-crescent, Barnsbury, Surgeon. Feb 24. Comp. Reg Feb 24.
 Smale, John, Aberdare, Glamorgan, Innkeeper. Jan 29. Comp. Reg Feb 21.
 Smith, Isaac Llewellyn, Langharme, Carmarthen, Gent. Feb 3. Comp. Reg Feb 24.
 Steans, Alpheus, Lewisham, Kent, Draper. Feb 21. Comp. Reg Feb 24.
 Stevens, John, Sale, Chester, Stationer. Jan 28. Asst. Reg Feb 24.
 Swinchatt, Hy Job, Dudley, Worcester, Wholesale Grocer. Feb 12. Comp. Reg Feb 21.
 Symons, Thos, Teignmouth, Devon, Tailor. Jan 31. Comp. Reg Feb 22.
 Thomas, Joseph, Gloucester, Coachbuilder. Feb 8. Comp. Reg Feb 24.
 Thompson, John Robt, jun, Cornhill, Merchant. Jan 30. Comp. Reg Feb 25.
 Tupper, Fredk, Lpool, Boot & Shoe Maker. Feb 19. Comp. Reg Feb 25.
 Vestey, Jas, Ullestrope, Leicester, Licensed Victualler. Jan 23. Asst. Reg Feb 24.
 Wallis, Wm Thos, Leicester, Baker. Feb 4. Asst. Reg Feb 25.
 West, Robt, Southgate-rd, Hackney, out of business. Feb 19. Comp. Reg Feb 22.
 White, Joseph, Benj, Leman-st, Corn Dealer. Feb 21. Comp. Reg Feb 24.
 Wood, Robt Haines, Birm, Kent, Professor of Music. Jan 30. Comp. Reg Feb 24.
 Woodhouse, John Edwin, Manch, Tailor. Feb 19. Comp. Reg Feb 24.
 Yewell, Thos Wm Claris, Wednesbury, out of business. Feb 13. Comp. Reg Feb 24.
 Wreford, John, jun, New-rd, Whitechapel, Pork Butcher. Feb 20. Comp. Reg Feb 24.

Bankrupts.

To Surrender in London.

FRIDAY, Feb. 21, 1868.

Barnes, Thos, Barnsbury-rd, Islington, Hosier. Pet Feb 18. Murray. March 2 at 1. Bower & Cotton, Chancery-lane.
 Blakemore, Fredk Geo, Bexley Heath, Kent, out of employment. Pet Feb 19. Roche. March 4 at 11. Towne & Williamson, Bow-st, Covent Garden.
 Brooker, Geo, Gan-lane, Limehouse, out of business. Pet Feb 19. Pepps. March 10 at 11. Steadman, London Wall.
 Cooley, Chas John, Gloster-ter, Regent's-park, Master Mariner. Pet Feb 19. March 11 at 12. Harcourt & Co, King's Arms-yard.
 Dyke, Geo Postow, Reading. Adj Feb 18. Pepps. March 4 at 2.
 Edwards, Walter, Burwell, Cambridgeshire, Machinist. Pet Feb 17. Pepps. March 5 at 2. Aldridge & Co, Bedford-rd.
 Emery, John, Watford, Hertford, Grocer. Adj Feb 14. Hertford. March 4 at 3.
 Goldsmith, Alfd, Osborne-pl, White Horse-rd, Croydon, Ironmonger. Pet Feb 14. March 4 at 1. Pittman, Guildhall-Chambers, Basinghall-st.
 Halton, Geo Francis, Luton, Bedfordshire, Architect. Pet Feb 17. Murray. March 2 at 1. Feverley, Basinghall-st.
 Hammon, Wm Augustus, Lodden-st, Tottenham-rd, Builder. Pet Feb 15. Pepps. March 5 at 2. Boniton, Berners-st.
 Hicks, Fredk Hy, Prisoner for Debt. Pet Feb 18 (for pau). Pepps. March 10 at 11. Hicks, Orchard-st, Portman-sq.
 Inder, Robt, Winchester, Market Gardener. Pet Feb 14. Roche. March 6 at 11.
 Keen, Thos, Stratford, Essex, Builder. Pet Feb 18. March 11 at 11. Pope, Old Jewry.
 Lampray, Thos, Paternoster-row, Paper Merchant. Pet Feb 18. Murray. March 2 at 1. Webster, Basinghall-st.
 Latham, Wm Jas, Caroline-ter, Brook-green, Hammersmith, Lithographic Printer. Pet Feb 15. March 4 at 2. Hicks, Orchard-st, Portman-sq.
 Lunan, John, Laurence-lane, Linen Factor. Pet Feb 1. Murray. March 2 at 1. Rooks & Co, Eastcheap.
 Pearce, Wm, Edward-st, Barnsbury-rd, Grocer. Pet Feb 17. Pepps. March 10 at 11. Grout, Suffolk-lane.
 Priddle, Alfd, Prisoner for Debt. Pet Feb 17 (for pau). Pepps. March 5 at 2. Drake, Basinghall-st.
 Rose, Geo, White Lion-st, Pentonville, Corn Chandler. Pet Feb 17. Murray. March 2 at 1. Marshall, Lincoln's-inn-fields.
 Royer, Chas Christ, Prebend-st, Gt College-st, Camden Town, Journeyman Joiner. Pet Feb 23. March 4 at 2. Marshall, Lincoln's-inn-fields.
 Spencer, Richd, Carlisle-st, Lambeth, Tailor. Pet Feb 17. March 11 at 11. Crippenfield, Trinity-st, Southwark.
 Stanesby, Saml, West-st, Lower Wansworth-rd, Lithographic Artist. Pet Feb 17. Pepps. March 5 at 2. Hope, Ely-pl.
 Tilbury, Thos, North-st, Peckham, Baker. Pet Feb 17. Murray. March 4 at 11. Angell, Guildhall-yard.
 West, Chas Jas, Maidstone, Kent, Manure Dealer. Pet Feb 19. March 11 at 12. Long, Pitfield-st, Hoxton.

To Surrender in the Country.

Arrowsmith, Edwin, Lpool, Carter. Pet Feb 19. Hime, Lpool, March 4 at 3. Drake, Lpool.
 Baker, Thos, Brockmoor, Stafford, Provision Dealer. Pet Feb 18. Harward. Stourbridge, March 9 at 10. Collis, Stourbridge.

Banks, Jas, Lpool, Wire Fence Manufacturer. Pet Feb 18. Lpool, March 3 at 11. Etty, Lpool.

Batty, David Thornberry, Manoh, Licensed Victualler. Pet Feb 17. Manoh, March 3 at 11. Cooper & Son, Manoh.

Baxter, John Thos, Leeds, out of business. Pet Feb 14. Marshall, Leeds, March 6 at 12. Emely, Leeds.

Bennett, Hy, Wombridge, Salop. Pet Feb 18. Tudor. Birm, March 6 at 12. Knowles, Wellington, James & Griffin, Birm.

Beveridge, Horatio, Lpool, Commission Merchant. Pet Feb 18. Lpool, March 3 at 11. Tyer, Lpool.

Billham, Richd, New Windsor, Berks, Manager to a Licensed Victualler. Pet Feb 19. Darvill, Winsor, March 7 at 11. Phillips, Windsor.

Dix, Saml, Prisoner for debt, Cardiff. Adj Feb 13. Wilde. Bristol, March 4 at 11.

Dunsford, Wm, Master Carter. Pet Feb 17. Hime. Lpool, March 3 at 3. Henry, Lpool.

Edwards, Saml, Prisoner for Debt, Shrewsbury. Adj Feb 13. Tudor. Birm, March 6 at 12. James & Griffin, Birm.

Elliott, Wm, Hanley? Pet Feb 18. Challinor. Hanley, March 7 at 11. Sutton, Burslem.

Fawcett, Geo, Kyo, Durham, Joiner. Pet Feb 19. Booth. Shotley Bridge, March 9 at 11. Bristol, Newcastle.

Gale, Geo, Sherborne, Dorset, Builder. Pet Feb 18. Exeter, March 4 at 12. Howard, Weymouth.

Gledhill, Wm, Manoh, Licensed Victualler. Pet Feb 17. Harris. Manoh, March 4 at 12. Wilson & Brown, Manoh.

Graveson, Wm, Haxey, Lincoln, Farmer. Pet Feb 17. Burton. Grainsborough, March 5 at 10. Bladen, Grainsborough.

Higginson, John, Thornhamby, York, Clerk in Holy Orders. Pet Feb 18. Leeds, March 9 at 11. Bond & Barwick, Leeds.

Hutchison, Robt, Lpool, Ship Owner. Pet Jan 4. Lpool, March 3 at 11. Etty, Lpool.

Jackman, Joseph, sen, Weston, Freshwater, Isle of Wight, Farm Labourer. Pet Feb 15. Blake. Newport, March 4 at 11. Beekingsale, Newport.

Johnson, Wm, South Retford, Nottingham, Groom. Pet Feb 18. Newton. East Retford, March 4 at 10. Bescoy, East Retford.

Jones, Wm Wynne, Lpool, no occupation. Pet Feb 18. Lpool, March 5 at 3. Sippage, Birkenhead.

Jones, Uriah Halsal, Lpool, Builder. Pet Feb 18. Lpool, March 5 at 11. Jones, Lpool.

Judson, Edwd, Sodom, Cosely, Stafford, Licensed Victualler. Pet Feb 17. Walker. Dudley, March 12 at 12. Stokes, Dudley.

Lodge, Reuben, Crigglestone, York, Coal Miner. Pet Feb 17. Mason. Wakefield, March 7 at 11. Mander, Wakefield.

Mills, Alfred, Lpool, Veterinary Surgeon. Pet Feb 16. Lpool, March 5 at 11. Barker, Lpool.

Murray, Jas, Lpool, Provision Dealer. Pet Feb 18. Hime. Lpool, March 5 at 3. Hindle, Lpool.

Nicholas, Richd, Hayle, Cornwall, Boot Maker. Pet Feb 17. Peter Redruth, March 3 at 11. Nalder, Redruth.

Parker, Jas, Manoh, Beerseller. Pet Feb 17. Harris. Manoh, March 3 at 12. Cobbet & Wheeler, Manoh.

Pepperdine, David, North Shields, Northumberland, Agent. Pet Feb 18. Ingledeu. North Shields, March 2 at 10. Tinley & Co, North Shields.

Phillips, Edwd, Bristol, out of business. Pet Feb 17. Harley. Bristol, March 6 at 12. Alman.

Pisar, Moses, Pembroke Dock, Pembroke, Pawnbroker. Pet Feb 10. Wilde. Bristol, March 4 at 11. King & Plummer.

Pullen, Wm, Nottingham, Cab Proprietor. Pet Feb 18. Tudor. Birm, March 3 at 11. Cowley, Nottingham.

Robinson, Elijah, Glossop, Derby, Stonemason. Pet Feb 18. Hibbert. Glossop, March 5 at 3. Reddih, Manoh.

Robson, Philip, Durham, Hairdresser. Pet Feb 14. Greenwell. Durham, March 3 at 11. Watson, Durham.

Rogers, Anthony, Greethia, Monmouth, Contractor. Pet Feb 15. Edwards. Pontypool, March 9 at 11. Edwards, Pontypool.

Sennett, Wm Nines, Plymouth, Devon, Assistant Engineer. Adj. Pearce. East Stonehouse, March 4 at 11.

Sharp, Hy, Burton, Westmoreland, Stonemason. Pet Feb 15. Roper. Kirby Lonsdale, March 9 at 1. Robinson, Burton.

Smith, Jas, Lpool, out of business. Pet Feb 18. Hime. Lpool, March 4 at 3. Blackhurst, Lpool.

Spooner, Joseph, jun, Birm, Accountant, Clerk. Adj Feb 14. Tudor. Birm, March 6 at 12. James & Griffin, Birm.

Sadworth, Saml, Chester, Clock & Watch Maker. Pet Feb 15. Porter. Chester, March 4 at 12. Churton, Chester.

Taberner, John, Hindley, Lancaster, Tailor. Pet Feb 18. Manoh. Manoh, March 5 at 12. Ambler, Manoh.

Tolson, Joseph, Stone Chair, in Shelf, near Halifax, out of business. Pet Feb 15. Rankin. Halifax, March 6 at 10. Cronhelm, Halifax.

Tonley, Saml Ebenezer, Stafford, Provision Dealer. Pet Feb 19. Spilsbury. Stafford, March 10 at 11. Greatrex, Stafford.

Veasey, John Hy, Leicester, Warehousman. Pet Feb 17. Leicester, March 8 at 10. Ingram. Owston, Leicester.

Word, Thos, Thornton, York, Wool Sorter. Pet Feb 17. March 3 at 9.15. Green, Bradford.

Welch, Joseph, & Joseph Welch, jun, Stafford, Iron Manufacturers. Pet Feb 19. Hill. Birm, March 4 at 12. James & Griffin, Birm.

Wells, Elijah, Ipswich, Suffolk, Pig Slaughterers. Pet Feb 19. Prettyman. Ipswich, March 4 at 11. Hill, Ipswich.

Whetter, Thos, Truro, Cornwall, Joiner. Pet Feb 18. Chilcott. Truro, March 4 at 11. Carlyon & Paul, Truro.

Whittingham, John, Burton-upon-Trent, Stafford, Grocer. Pet Feb 17. Hill. Birm, March 4 at 12. Goodyer, Burton-upon-Trent.

Wicks, John, East Stonehouse, Devon, Licensed Victualler. Pet Feb 18. East Stonehouse, March 4 at 11. Edmunds & Sons, Plymouth.

Wilde, Robt Geo, & John Benj Wilde, Chesterfield, Derby, Timber Merchants. Pet Feb 7. Leeds, March, 4 at 12. Stamp & Jackson, Hull.

Wilson, Geo, Sheffield, Spirit Dealer. Adj Feb 15. Leeds, March 4 at 12. Wyles, Edwin John, Brighton, Sussex, Builder. Pet Feb 18. Evershed. Brighton, March 4 at 12. Lamb, Brighton.

Young, Jas, Goole, York, Builder. Pet Feb 28. Leeds, March 9 at 11. Bond & Barwick, Leeds.

Young, Hy, Harwich, Essex, Coal Merchant. Adj Jan 28. Harwich, March 3 at 3. Hill, Ipswich.

TUESDAY, Feb. 25, 1868.

To Surrender in London.

Allbeury, Eliza, High-st, Lower Norwood, Linen Draper. Pet Feb 17. Murray. March 9 at 11. Angell, Guildhall.

Alderston, Jas Herbert, Hornsey-rd, Holloway, Provision Dealer. Pet Feb 20. Murray. March 9 at 12. Treherne & Wolferstan, Alderstonbury.

Andrew, Fredk, Attorney-at-law, Prisoner for Debt, London. Adj Feb 19. Roche. March 18 at 11.

Arbib, Joseph, Prisoner for Debt, London. Adj Feb 19. Roche. March 18 at 11.

Athill, Richd, Clenchwarton, Norfolk, Clerk in Holy Orders. Pet Feb 22. Pepps. March 12 at 1. Chilton & Co, Chancery-lane.

Ayers, Geo, Prisoner for Debt, London. Adj Feb 19. Roche. March 18 at 11.

Beale, Hy Wolfgang Amadeus, Milton-st, Wandsworth-rd, Professor of Music. Pet Feb 20. March 11 at 2. Harcourt & Co, King's Arms-yard.

Blomfield, Robt Lipseomb, Prisoner for Debt, Maidstone. Adj Feb 19. March 18 at 12.

Cohen, Levy, Sandy's-row, Bishopsgate, Cap Manufacturer. Pet Feb 19. March 11 at 12. Beard, Basinghall-st.

Cottell, John, Prisoner for Debt, London. Pet Feb 18 (for pau). Roche. March 18 at 12. Pittman, Guildhall-chambers, Basinghall-st.

Cowley, Hy, Maidstone, Kent, Wine & Beer Merchant. Pet Feb 21. Murray. March 9 at 12. Stapcote, Pinner's-hall, Old Broad-st.

Crossfield, Jas, Tyre-ter, Drummond-rd, Bermondsey, Copying Clerk. Pet Feb 20. Pepps. March 10 at 11. Cart, South-sq, Gray's-inn.

Day, Wm, Cockspur-st, Lithographer. Pet Feb 20. March 11 at 1. Abraham, Old Jewry.

Denmark, Wm, West Ham, Essex, out of business. Pet Feb 22. March 16 at 12. Stockart, Arbon-st, East, Stoney.

Featherstonhaugh, Hy Reginald, Proprietor of the Illustrated Weekly News. Adj Feb 19. Roche. March 18 at 12.

Field, Wm Jabez, Prisoner for Debt, Maidstone. Adj Feb 19. March 16 at 12.

Fisher, Geo, Wellington-st, Deptford, Boot Maker. Pet Feb 20. March 11 at 2. Marshall, Lincoln's-inn-fields.

Fitzjohn, John, Cambridge, Auctioneer. Pet Feb 21. March 11 at 2. Richardson, George-st, Mansion House.

George, Wm, New Charles-st, Hackney-rd, out of business. Pet Feb 18. March 11 at 11. Webster, Basinghall-st.

Goedacre, Saml, Bromley, Kent, Builder. Pet Feb 21. Murray. March 9 at 12. Alsop, Brunswick-sq.

Gray, John, jun, Mortlake, Surrey, Upholsterer. Pet Feb 20. March 11 at 12. Anderson & Son, Ironmonger-lane.

Jennings, Wm Harris, Lancashire-crt, New Bond-st, Carpenter. Pet Feb 20. Roche. March 11 at 11. Pittman, Guildhall-chambers, Basinghall-st.

Kentish, Thos, Reading, Berks, Schoolmaster. Pet Feb 22. Murray. March 9 at 12. Torr & Co, Bedford-row.

Kernan, John, Russell-st, Covent Garden, Seodman. Pet Feb 22. Roche. March 11 at 12. Dobie, Basinghall-st.

Lambeth, Jas Wm, Camden-pl, Lewisham, no occupation. Pet Feb 16. Pepps. March 10 at 11. Bristow, Greenwich.

Laphern, Geo, Prisoner for Debt. Adj Feb 19. Roche. March 18 at 11.

Leveine, Isaac, Bethnal Green-rd, Clothier. Pet Feb 22. March 16 at 12. Lewis, Hackney-rd.

Linscott, Wm, New Barnett, Hartford, Timber Dealer. Pet Feb 20. Pepps. March 10 at 12. Hembury, Staples-inn.

Lockett, Wm, Albany-st, Regent's Park. Pet Feb 19. Pepps. March 10 at 12. Daniels & Co, Fore-st.

Mason, Geo, Prisoner for Debt, London. Adj Feb 19. Pepps. March 18 at 12.

Michell, Hyams, Three Tun-alley, Goulston-st, Whitechaple, General Dealer. Pet Feb 21. Pepps. March 10 at 1. Dobie, Basinghall-st.

Mitchell, John Smyth, Prisoner for Debt, London, (for pau). Pet Feb 21. Broughman. March 16 at 11. Drake, Basinghall-st.

Patrik, Joseph Chas, Chadwell, Essex, Market Gardener. Pet Feb 21. March 16 at 11. Preston, Basinghall-st.

Purry, Wm, Upper Belzize-ter, Belzize Park, Hampstead, Builder. Pet Feb 22. March 9 at 12. Murray. Ashley & Tee, Frederick-lane, Old Jewry.

Peters, Richd, Long-acre, Salesman. Pet Feb 21. Roche. March 11 at 11. Dobie, Basinghall-st.

Reeves, Robt Harris, Prisoner for Debt, Winchester. Adj Feb 14. March 16 at 12.

Redmond, Wm Archer, Prisoner for Debt, London. Pet Feb 20. Roche. March 11 at 11. Mason & Co, Gresham-st.

Rice, Griffith Thos, Manor-rd, Lewisham High-rd, Comm Agent. Pet Feb 21. Pepps. March 10 at 12. Richards, Warwick-st, Regent-st.

Richardson, Geo, Manor-st, Clapham, Assistant Parveyer. Pet Feb 21. March 16 at 11. Pittman, Guildhall-chambers, Basinghall-st.

Rudman, Richd Chas, Prisoner for Debt, London. Adj Feb 10. Roche. March 18 at 12.

Smith, Ellis, Alton, Southampton, Servant. Pet Feb 20. Pepps. March 10 at 12. Parker & Co, Bedford-row.

Snapper, Michael, Church-st, Spitalfields, Hoier. Pet Feb 20. Murray. March 6 at 11. Emanuel, Austin-frisars, Old Broad-st.

Wilkins, Robt Isaac, Prisoner for Debt, Maidstone. Adj Feb 19. March 16 at 12.

Woodman, Jas, Prisoner for Debt, London. Pet Feb 21. March 16 at 11. Nokes & Co, Finch-lane.

Woolf, John, Prisoner for Debt, London. Adj Feb 19. Roche. March 10 at 12.

Young, Geo Fredk, Beddington Corner, Mitcham Common, Market Gardener. Pet Feb 20. March 11 at 2. Pittman, Guildhall-chambers, Basinghall-st.

To Surrender in the Country.

Adams, Geo, Prisoner for Debt, Fisherton Anger. Pet Feb 14. Phillips. Chippenham, March 24 at 10. Reed & Cook, Bridge-water.

Baker, Jas, Bristol, Wholesale Grocer. Pet Feb 20. Wilde. Bristol, March 6 at 11. Abbot & Leonard, Bristol.

Blakelock, Chas. Ryde, Isle of Wight, Licensed Victualler. Pet Feb 21. Blaks. Newport, March 7 at 11. Hooper, Newport. Pet Feb 21. Blythe, Wm. Syston, Leicester, Cooper. Pet Feb 20. Ingram. Leicester, March 7 at 10. Owston, Leicester. Pet Feb 21. Bryson, John, Canterbury, Kent, Butcher. Adj Dec 10. Callaway. Canterbury, March 9 at 12. Bryson, John, Haydock, Lancaster, Collier. Pet Feb 21. Nicholson. Warrington, March 19 at 1. Beasley, St Helen's. Pet Feb 21. Cairns, Chas. Prisoner for Debt, Bristol. Adj Feb 15. Wilde. Bristol, March 9 at 11. Crampton, Thos. Prisoner for Debt, York. Adj Feb 15. Crosby. Stockton-on-Tees, March 11 at 11.30. Dobson, Middlesbrough. Cuskerwell, Jas. Bridgwater, Somerset, Innkeeper. Pet Feb 20. Lovibond. Bridgwater, March 11 at 11. Reed & Cook, Bridgwater. Ellis, Geo. Thos. Lpool, Architect. Pet Feb 21. Lpool, March 6 at 11. Evans & Co. Lpool. Everard, Greville Salisbury, March. Merchant's Clerk. Pet Feb 21. Macrae. March 6 at 12. Cobbett & Wheeler, March. Gosh, Joseph, Eddisbury, Durham, Labourer. Pet Feb 12. Trotter, Bishop Auckland, March 2 at 3. Nixon, Barnard Castle. Goforth, John, Bampton, York, Tailor. Pet Feb 18. Crust. Bridlington, March 9 at 12. Richardson, Bridlington. Green, Thos, Bishop Wearmouth, Durham, Tailor. Pet Feb 21. Marshall. Sunderland, March 20 at 2. Robinson, Sunderland. Harvey, Wm, Keinton Mandeville, Somerset, Farmer. Pet Feb 22. Warren. Langport, March 12 at 11. Westlake, Langport. Hattersley, Robt Parker, Joseph Hattersley, & Hy Graham, Brighouse, York, Millwrights. Pet Feb 22. Leeds, March 9 at 11. Wainwright & Co, Wakefield. Holmes, Jas, Hartlepool, Durham, Fishmonger. Pet Feb 22. Child. Hartlepool, March 9 at 11. Todd, Hartlepool. Hutchinson, Thos, Darlington, Durham, Grocer. Pet Feb 17. Bowes. Darlington, March 4 at 10. Stevenson, Darlington. Jones, Wm, Pencraig Mill, Anglesey, Miller. Pet Feb 21. Dew. Llan-gulfa, March 6 at 11.30. Hughes, Llanerchymedd. Lauer, Joseph, Kingston-upon-Hull, Cabinet Maker. Pet Feb 21. Stephen. Leeds, March 11 at 12. Spurr & Chambers, Hull. Lamb, Thos, Wakefield, York, out of business. Pet Feb 21. Mason. Wakefield, March 10 at 11. Clough, Pontefract. Latham, Richd, Buerton, Chester, Farm Labourer. Pet Feb 15. Jones. Whitechurch, March 13 at 12. Litchfield, Newcastle. Morgans, Eliza, Templeton, Pembroke, Licensed Victualler. Pet Feb 22. Owen. Narberth, March 10 at 10. Parry, Pembroke. Munns, Fras, Soham, Cambridge, County Court Bailiff. Pet Feb 19. Huxwick. Soham, March 27 at 10. Bye, Soham. Pope, John, Prisoner for Debt, Winchester. Adj Feb 14. Tylee. Romsey, March 16 at 11. Prescott, John Wm, New Hinksey, Berks, Journeyman Turner. Pet Feb 17. Dndley. Oxford, March 7 at 10. Thompson, St Edds. Roberts, Wm, Lpool, Pet Feb 20. Hime. Lpool, March 9 at 3. Masters. Lpool. Belling, Jas, Prisoner for Debt, Lancaster. Adj Feb 19. Hime. Lpool, March 11 at 3. Scurr, Thos, Darlington, Durham, Joiner. Pet Feb 19. Bowes. Darlington, March 4 at 11. Wooler, Darlington. Sergeant, Christopher, Wisbech St Mary's, Cambridge, out of business. Pet Feb 21. Metcalfe. Wisbech, March 12 at 11. Ollard, Wisbech. Stapley, Thos, Exeter, Innkeeper. Pet Feb 21. Daw. Exeter, March 7 at 11. Head, Exeter. Sales, Thos, Birm, Fish Merchant. Pet Jan 28. Guest. Birm, March 18 at 10. East, Birm. Smith, Wm, Kingston-upon-Hull, Joiner. Pet Feb 21. Leeds, March 11 at 11. Noble, Hull. Stead, Edwin, Chipping Sodbury, Gloucester, Corn Merchant. Pet Feb 14. Wilde. Bristol, March 6 at 11. Brittan & Son, Bristol. Stewart, Jas De Taznie, Newcastle-under-Lyme, Pianoforte Tuner. Pet Feb 21. Stanley. Newcastle-under-Lyme, March 14 at 11. Litchfield, Newcastle-under-Lyme. Trustcott, Saml, Polmassick, Cornwall, Farmer. Pet Feb 21. Carlyon. St Austell, March 6 at 2.30. Wreford, Fowey. Whalley, Alf, Aucester, Lincoln, Beerhouse Keeper. Pet Feb 19. Thompson. Grantham, March 10 at 11. Malin, Grantham. Winstone, John, Escermeole Llanwryd, Breconshire, out of business. Pet Feb 20. Wilde. Bristol, March 6 at 11. Clifton, Bristol.

BANKRUPTCIES ANNULLED.

FRIDAY, Feb. 21, 1868.

Brown, Robt, Deal, Kent, Shipping Agent. Feb 17. Draw, Beriah Harvey, Stockland, Devon, General Merchant. Feb 14. Holden, Howard Ashton, Queen-st, Cheapside, Contractor. Feb 21. Sadler, Wm, Tredegar-pl, Bow, Dealer in Mining Property. Feb 20.

TUESDAY, Feb. 25, 1868.

Crowther, Wm, Coloar, York, Fancy Woollen Manufacturer. Feb 21.

GRESHAM LIFE ASSURANCE SOCIETY,
37, (LD JEWRY, LONDON, E.C.

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Date.....
Introduced by (state name and address of solicitor)
Amount required £
Time and mode of repayment (i. e., whether for a term certain, or by annual or other payments)
Security (state shortly the particulars of security, and, if land or building, state the net annual income)
State what Life Policy (if any) is proposed to be effected with the Gresham Office in connexion with the security.

By order of the Board,

F. ALLAN CURTIS, Actuary and Secretary.

THE LIVERPOOL and LONDON and GLOBE
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The Invested Funds now amount to.....£3,254,334
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The moderate rates of premium, with a guaranteed fixed Bonus for the Life Policies of this Company, and their value as special securities to third parties, render them particularly advantageous. Whole world leave is granted on reasonable terms, and claims are paid thirty days after admission.

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CANDLES, GLYCERINE, AND SOAP.—A Gold Medal was awarded at the Paris Exhibition to Price's Patent Candle Company (Limited) for "Candles, Glycerine, and Soap," the only one to any British exhibitor for these three things combined. The chief Candles of the Company are their "BELMONTINE" and "PRICE'S PARAFFINE" for those who must have the extreme transparency of pure Paraffine; their "GOLD MEDAL PALMITINE" and "SHERWOOD PALMITINE," for those who, while desiring candles of great beauty require also steady brilliancy of light and freedom from smoke and smell; their good old-fashioned "BELMONT SPERM AND WAX," and "BEST," "No. 2," "No. 3," and "BATTERSEA" COMPOSITES for those who require only perfect burning without caring for transparency; and their "CHAMBER" Candles, hard, and of small diameter, to avoid the dropping of grease when carried.

Their new toilet soap, "PRICE'S SOLIDIFIED GLYCERINE," contains half its weight of their distilled Glycerine, and should be the one toilet soap in use, especially in the winter, because of its admirable effects in preventing chapping of the hands and face. There ought also to be in every house one of the sealed bottles of their patent distilled Glycerine, known everywhere as "PRICE'S GLYCERINE," two or three drops of which mixed with three or four times as much water, will in a day or two remove chapping and roughness of skin, whether of adults or children; and when this is effected, a single drop of the undiluted Glycerine applied once a day will prevent the recurrence of the chapping and roughness. Insist on having "Price's Glycerine" in the company's own sealed bottles, quantities of cheap impure Glycerine being now sold in the shops because of the low rate at which the dealers can buy it in comparison with Price's. All the good medical authorities abroad as well as at home order "PRICE'S" as the one only Glycerine to be used.

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